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SAN FRANCISCO, CA 94111

**LANDING RIGHTS AGREEMENT
LICENSE TO LAND AT PORT OF SAN FRANCISCO
FERRY TERMINALS FOR COMMUTER, EXCURSION AND
OTHER FERRY SERVICES**

LICENSE No. 14940

BY AND BETWEEN

**THE CITY AND COUNTY OF SAN FRANCISCO
OPERATING BY AND THROUGH THE
SAN FRANCISCO PORT COMMISSION**

AND

CITY OF ALAMEDA, A MUNICIPAL CORPORATION

**DOWNTOWN FERRY TERMINAL AND
CHINA BASIN FERRY TERMINAL**

**MONIQUE MOYER
EXECUTIVE DIRECTOR
SAN FRANCISCO PORT COMMISSION
KIMBERLY BRANDON, VICE PRESIDENT
ANN LAZARUS, COMMISSIONER
FRANCIS X. CROWLEY, COMMISSIONER**

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BASIC LICENSE INFORMATION

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| <i>License Date:</i> | January 1, 2011 |
| <i>License Number:</i> | 14940 |
| <i>Port:</i> | CITY AND COUNTY OF SAN FRANCISCO , a municipal corporation, operating by and through the SAN FRANCISCO PORT COMMISSION |
| <i>Port's Address:</i> | Port of San Francisco Pier 1 San Francisco, California 94111 Attention: Director of Maritime Telephone: (415) 274-0400 Facsimile: (415) 274-0528 |
| <i>Licensee:</i> | City of Alameda, a municipal corporation Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 |
| <i>Licensee's Contact Person for Notices:</i> | Ernest Sanchez-Ferry Manager |
| <i>Licensee's Address for Notices:</i> | City of Alameda, a municipal corporation Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 Telephone: (510) 749-5972 Facsimile: (510) -839-2793 |
| <i>Contact Information for Licensee's Agent for Service of Process (if Licensee is a corporation, LLC, or LP):</i> | City of Alameda, a municipal corporation Public Works Department 950 West Mall Square, Room 110 Alameda, CA 94501 Attention: Ernest Sanchez, Ferry Manager |
| <i>License Area:</i> | Approx. 283,449 rentable square feet of ferry terminal space at the Downtown Ferry Terminal (Gate B and Gate E) and China Basin Ferry Terminal (East Berth and West Berth) in the City and County of San Francisco, State of California, as further described in as shown in Exhibit A1, A2, A3 and A4 attached hereto and made a part hereof, together with any and all Improvements and Alterations (each a "Landing Site" and collectively "Landing Sites"). |

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| <i>Length of Term:</i> | Five (5) years |
| <i>Commencement Date:</i> | January 1, 2011 |
| <i>Expiration Date:</i> | December 31, 2015 |
| <i>Permitted Activity:</i> | <p>Subject to the requirements pertaining to specific categories of service, the License Area shall be used solely for the non-exclusive right to Land the vessel(s) listed in <i>Exhibit B</i> for the purpose of passenger embarkation and debarkation at the Landing Sites and for no other purpose. <i>Exhibit B</i> shall list all vessels which will land at the Landing Site, including the name, the US Coast Guard number, the length overall (LOA), the net registered tons and the capacity of the vessels and include a copy of the US Coast Guard Certificate for each vessel. Each vessel listed in <i>Exhibit B</i> must comply with the terms and conditions in Section 3 of this License. Changes to the vessels listed in <i>Exhibit B</i>, including without limitation the addition of back up vessels and special excursion vessels, may be made with 5 business days written notice to Port which notice must include all of the information required by Section 3 of this License. <i>Exhibit B</i> and any additions thereto shall be subject to Port's approval in its sole and absolute discretion.</p> <p>Port, in its sole discretion, without liability to Licensee, shall have the right to permanently or temporarily close, revise or modify the Landing Sites upon reasonable notice to Licensee and without amendment or modification of this License. Licensee shall comply with any such revisions or modifications and failure to do so will be a material default of this License.</p> <p>All activities under this License must be conducted in compliance with the operational requirements and restrictions set forth in Sections 7 and 8.</p> <p>The following terms and conditions apply to each category described below:</p> <p><u>Commuter Landings at the Downtown Ferry Terminal:</u> Commuter Ferries shall conduct Landings according to <i>Schedules 1 and 2</i>, known as the "Commuter Landing Slot Schedules". Commuter Ferry Landings pursuant to the Commuter Landing Slot Schedules shall have the priority use of the Landing Site.</p> <p><u>Excursion Landings:</u> Licensee shall request Port approval for each Excursion Landing by submitting an Application for Berth Assignment – Excursion Landing in the form of <i>Exhibit C</i> attached hereto no later than 48 hours prior to the proposed Excursion Landing. Port may grant or deny such application in its sole and absolute discretion, and may condition the Landing upon terms as specified by Port, including, without limitation, times and duration for each such Excursion Landing. Excursion Landings are prohibited from Landing at the same time as a scheduled Commuter Ferry Landings as shown on <i>Schedules 1</i></p> |

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| | <p><i>and 2</i> and shall not otherwise interfere with any Commuter Landing or other licensees using the Landing Site.</p> <p><u>Landings at China Basin Terminal for San Francisco Giants Baseball Games and University of California, Berkeley Football games:</u> No later than March 1 of each year, Licensee shall submit its proposed Landing schedule to Port for approval. Port may grant or deny such application in its sole and absolute discretion, and may condition the Landing upon terms as specified by Port, including, without limitation, times and duration for each such Landing. All other Landings at the China Basin Terminal shall be handled as Excursion Landings. Landings shall not interfere with any other licensees using the Landing Site.</p> |
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| Landing Fees | | |
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| Type of Service | Fees | Payment |
| Commuter Ferry Landings at the Downtown Ferry Terminal | Licensee shall pay fees based on the Commuter Landings Slot Schedule (<i>Schedules 1 and 2</i>) in the amounts set forth in <i>Schedule 3</i> , "Downtown Ferry Terminal Fee Schedule" for each Landing per Service Route ("Commuter Ferry Landings Fee"). | <p>Licensee shall pay Commuter Ferry Landings Fees for each Landing per Service Route as invoiced by Port, no later than twenty (20) days after receipt of such invoice. In addition, Licensee shall provide to Port, within thirty (30) days after the expiration of each License Year, a complete statement, showing the scheduled Landings for each Service Route for the immediately preceding License Year ("Annual Commuter Schedule Statement") the form attached as <i>Exhibit D</i>.</p> <p>If the Annual Commuter Schedule Statement shows that Commuter Ferry Landing Fees are owed because there were additional scheduled Landings, Licensee must submit payment of the balance owing with the Annual Commuter Schedule Statement. At Port's option, any overpayments based on fewer scheduled Landings may be refunded to Licensee, applied to any other amount then due under the License and unpaid, or applied to any Fees due at the first opportunity following Licensee's delivery of any Annual Commuter Schedule</p> |

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| | | <p>Statement showing an overpayment.</p> <p>There shall be no reduction of Fees for Licensee's failure to Land according to the Commuter Ferry Landings Slot Schedule for any reason, including without limitation, Port's re-direction, acts of nature, damage to Landing Sites or obstructions.</p> |
| Excursion Landings (at either the Downtown Ferry Terminal or China Basin Ferry Terminal): | <p>Licensee shall pay a fee of \$100.00 per Landing ("Base Fee for Excursion Landings"). Effective January 1, 2012, the Base Fee for Excursion Landings shall increase to \$102.00; effective January 1, 2013, the Base Fee for Excursion Landings shall increase to \$104.00; effective January 1, 2014, the Base Fee for Excursion Landings shall increase to \$106.00; and effective January 1, 2015, the Base Fee for Excursion Landings shall increase to \$108.00.</p> <p>In addition to the Base Fee for Excursion Landings, Licensee shall pay a percentage fee in an amount equal to seven percent (7%) of its Gross Revenues ("Percentage Fee for Excursion Landings") in any month when (i) the Percentage Fee for Excursion Landings for such calendar month exceeds the (ii) the Base Fee for Excursion Landings for such calendar month.</p> | <p>No later than twenty (20) days after the end of the prior calendar month Licensee shall pay the Base Fee for Excursion Landings and the Percentage Fee for Excursion Landings, except that in the event this License expires or terminates on a day other than the last day of a calendar month, the Fees shall be determined and paid within twenty (20) days of such expiration or termination date.</p> <p>At the same time, Licensee shall submit a report detailing its monthly Landings and Gross Revenues the form attached as Exhibit E ("Monthly Excursion Landing and Percentage Fee Statement") in any month in which there is a Landing. In addition, Licensee shall furnish to Port, within thirty (30) days after the expiration of each License Year, a complete statement, showing the computation of the Percentage Fee for Excursion Landings for the immediately preceding License Year ("Annual Percentage Fee Statement") the form attached as Exhibit F. The Annual Percentage Fee Statement is for verification and certification of Monthly Excursion Landing and Percentage Fee Statements only and shall not result in any averaging of monthly percentage fees. Each Monthly Excursion Landing and Percentage Fee Statement and Annual Percentage Fee Statement shall set forth in reasonable detail Gross Revenues for the immediately preceding calendar month or License Year, as applicable, including an itemized list of any and all deductions or exclusions from Gross Revenues that Licensee may claim and which are expressly permitted under this License, and a computation of the percentage fee for the immediately</p> |

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| | | <p>preceding calendar month or License Year, as applicable.</p> <p>If the Annual Percentage Fee Statement shows that Percentage Fees are owed, Licensee must submit payment of the balance owing with the Annual Percentage Fee Statement. At Port's option, any overpayments may be refunded to Licensee, applied to any other amount then due under the License and unpaid, or applied to any Fees due at the first opportunity following Licensee's delivery of any Annual Percentage Fee Statement showing an overpayment.</p> |
| <p>Scheduled Ferry Landings at China Basin Ferry Terminal for San Francisco Giants and University of California at Berkeley ("Cal") Games</p> | <p>Effective April 1, 2011, Licensee shall pay a fee of \$25.00 per Landing ("Base Fee for Giants and Cal Games Landings"). Effective April 1, 2012, the Base Fee for Giants and Cal Games shall increase to \$25.50; effective April 1, 2013, the Base Fee for Giants and Cal Games shall increase to \$26.00; effective April 1, 2014, the Base Fee for Giants and Cal Games shall increase to \$26.50; and effective April 1, 2015, the Base Fee for Giants and Cal Games shall increase to \$27.00.</p> <p>If a vessel Lands for more than 10 minutes for passenger embarking and debarking, the Base Fee for Giants and Cal Games Landings shall be \$50.00; increasing to \$51.00 on April 1, 2012; \$52.00 on April 1, 2013; \$53.00 on April 1, 2014; and \$54.00 on April 1, 2015.</p> <p>In addition, to the Base Fee for Giants and Cal Games Landings, effective April 1, 2011, Licensee shall pay \$.25 for each ticketed passenger</p> | <p>Licensee shall pay the Base Fee and Per Passenger Fee for Giants and Cal Games Landings no later than twenty (20) days after the end of the prior calendar month, except that in the event this License expires or terminates on a day other than the last day of a calendar month the Fees shall be determined and paid within twenty (20) days of such expiration or termination date. At the same time, Licensee shall submit to Port a complete statement of the number of Landings and the headcount per Landing the form attached as Exhibit G (the "Monthly Giants and Cal Games Landing Statement").</p> |

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| | <p>embarking and debarking ("Per Passenger Fee"). Effective April 1, 2012, the Per Passenger Fee shall increase to \$.50; effective April 1, 2013, the Per Passenger Fee shall increase to \$.51; effective April 1, 2014, the Per Passenger Fee shall increase to \$.52; and effective April 1, 2015, the Per Passenger Fee shall increase to \$.53.</p> | |
| <i>Security Deposit:</i> | Five Thousand Dollars (\$5,000.00) | |
| <i>Cure Period where applicable:</i> | 24 Hours | |
| <i>Substructure:</i> | See <i>Schedule 5</i> attached hereto. | |
| <i>Mutual Cooperation:</i> | <p>Licensee shall cooperate with Port, other licensees and users of the Landing Sites and approaches thereto, and will not unreasonably interfere with their operations.</p> <p>Nothing in this License shall obligate Port to provide a Port representative at any Landing Site, nor shall such presence obligate Port, its officers, employees or agents to take any action whatsoever. Licensee agrees that Port, its officers, employees and agents shall not be responsible for regulating traffic at the Landing Site. In those instances where Port, in its discretion, has provided an agent at the Landing Site, such agent shall have the discretion to order Licensee's vessel(s) to vacate the Landing Site if it exceeds the time allowed for an approved Landing or causes a disruption.</p> | |
| <i>Other Information:</i> | <p>Licensee may enter into a written agreement with an Agent to operate vessel(s) in compliance with the terms hereof provided that Licensee gives fifteen (15) days written notice to Port of such agreement and provides a copy of such agreement to Port. Any such agreement must be subject to and consistent with the terms of this License, including without limitation the insurance requirements set forth in Section 12 hereof. Port reserves the right to reject any Agent proposed by Licensee in its sole and absolute discretion.</p> <p>Licensee's Agents shall be subject to all terms and conditions of this License. A breach by Licensee's Agent constitutes a breach by Licensee. Licensee is solely responsible for ensuring that all of its Agents under this License are aware of and comply with all of the provisions of this License and Licensee acknowledges that Licensee shall be subject to default and termination provisions under this License if its Agents fail to comply with the terms and conditions of this License.</p> | |
| <i>Termination of Prior Licenses:</i> | The parties agree that as of the Commencement Date, License Nos. 14192 and 12194 dated as of July 1, 1995 (the "Prior Licenses"), between City of Alameda and Port is hereby terminated; provided, however, that the parties | |

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| | shall continue to be liable for any obligations under the Prior Licenses which have accrued prior to the date of termination and any obligations which by their terms survive the termination or expiration of the Prior Licenses. |
| <i>Prepared By:</i> | Denise Turner, Marketing Research Specialist |

LICENSE TO USE PROPERTY

1. BASIC LICENSE INFORMATION.

This License to Use Property, dated for reference purposes only as of the License Date set forth in the Basic License Information, is by and between the **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation ("City"), operating by and through the **SAN FRANCISCO PORT COMMISSION** ("Port"), as licensor, and the party identified in the Basic License Information as licensee ("Licensee"). The Basic License Information that appears on the preceding pages and all Exhibits and Schedules attached hereto are hereby incorporated by reference into this License and shall be construed as a single instrument and referred to herein as this "License." In the event of any conflict or inconsistency between the Basic License Information and the License provisions, the Basic License Information will control.

2. GRANT OF LICENSE. In consideration of the stated conditions and agreements, Port hereby grants permission to Licensee to carry on the Permitted Activity within the License Area described in the Basic License Information and *Exhibit A* attached hereto. Licensee's activities hereunder are subject to Tariff No. 5, and any amendment thereto, whether or not Licensee has actual notice of such amendment. In the event of any conflict or inconsistency between the Tariff and this License, this License will control.

3. VESSEL OPERATION; SECURITY.

3.1. Coast Guard Certificates. The effectiveness of this License is expressly conditioned upon Licensee, or its Agents as required, maintaining a US Coast Guard Certificate for each vessel to be Landed at the Landing Site, including any back up vessel. If such certificates are not obtained by the Commencement Date or are revoked, terminated, or expire at any time thereafter, this License shall be null and void and of no effect as to any vessel for which the US Coast Guard Certificate has been revoked, terminated or expired (except for those provisions which, by their terms survive the expiration or earlier termination of this License) and *Exhibit B* will be amended to delete that vessel or vessels without further action by Port.

3.2. Maritime Transportation Security Act of 2002. Licensee must operate in full compliance with, and as directed by the Port's Director of Homeland Security or his or her designee, the Port's Facility Plan (FSP) and any amendments thereto as required by the Maritime Transportation Security Act of 2002.

Licensee is responsible for ensuring that *Exhibit B* remains current, listing the Company Security Officer by name and position, cell phone number of the CSO and a 24 hour contact number.

3.3. Security. Licensee is solely responsible for providing security on each vessel and adjacent to the vessel extending to the entire Landing Site throughout the time the duration of the Landing.

4. TERM; REVOCABILITY.

This License is a revocable, personal, non-assignable, non-exclusive, and non-possessory privilege to enter and use the License Area for the Permitted Activity only on a temporary basis that commences on the Commencement Date and expires on the Expiration Date specified in the Basic License Information ("Term") unless sooner terminated pursuant to the terms of this License.

Without limiting any of Port's rights hereunder, by initialing below, Licensee agrees and acknowledges that Port may, in its sole and absolute discretion, revoke or terminate this License at any time prior to the Expiration Date, without cause and without obligation to pay any consideration to Licensee ("**Port's Termination Right**"). Failure of Licensee to initial below shall in no way affect or hinder Port's Termination Right.

Initials:

Licensee

5. FEES.

5.1. *Payment of Fees.*

(a) Licensee shall pay the Fees in the amount and manner as set forth in the Basic License Information. All Fees shall be paid to Port, without prior demand and without any deduction, setoff or counterclaim whatsoever. All sums payable by Licensee to Port hereunder shall be paid in cash or by good check to the Port and delivered to Port's address specified in the Basic License Information, or such other place as Port may designate in writing. Without limiting its right to revoke or terminate this License or any of its other rights hereunder, Port may increase any Fee at any time. The Commuter Ferry Landings Fee, the Base Fee for Excursion Landings, the Percentage Fee for Excursion Landings, the Base Fee for Giants and Cal Games Landings, the Per Passenger Fee, and all other sums payable by Licensee, including without limitation, any additional charges and late charges, are referred to collectively as "Fees."

(b) When any monthly statement (including without limitation the Monthly Commuter Schedule Statement, the Monthly Excursion Landing Statement and Percentage Fee Statement and the Monthly Giants and Cal Games Landing Statement) (each a "Monthly Statement") or any annual statement (including the Annual Commuter Schedule Statement and the Annual Percentage Fee Statement for Excursion Landings) each an ("Annual Statement") is due pursuant to the Basic License Information, if Port receives the fee payment but does not receive the Monthly Statement or Annual Statement therewith, such failure, until cured, shall be treated as a late payment, subject to a Late Charge, until Port receives the applicable Monthly Statement or Annual Statement. Additionally, if Licensee fails to deliver any Monthly Statement or Annual Statement within the time period set forth in this the Basic License Information and such failure shall continue for three (3) days after the date Licensee receives (or refuses receipt of) written notice of such failure from Port, Port shall have the right, among its other remedies under this License, to employ a certified public accountant to make such examination of Licensee's Books and Records (and the Books and Records of any Agent of Licensee or other occupant of the License Area) as may be necessary to determine and/or verify the information to be included in the Monthly Statement or Annual Statement for the period in question and the determination so made shall be binding upon Licensee and Licensee shall promptly pay to Port the total cost of the examination, together with the full amount due and payable for the period in question, including any Late Charge.

(c) Each Monthly Statement and Annual Statement shall be certified as accurate, complete and current by a financial officer or other accountant employed by Licensee who is authorized and competent to make such Certification Statement.

(d) Acceptance by Port of any monies paid to Port by Licensee as Fees based on any Monthly Statement or Annual Statement shall not be an admission of the accuracy of said Monthly Statement or Annual Statement or the amount of such payment.

5.2. *Books and Records; Audit.*

(a) Licensee agrees to keep accurate books and records and to make same available to Port and any City auditor, or any auditor designated by Port for the purpose of examining same to determine the accuracy of Licensee's financial statements. Said books and records shall be made available in San Francisco for the purposes of auditing these accounts for four (4) years, except that if an audit is made within that time and Port claims errors or omissions

have occurred, the books shall be retained and made available until the matter is resolved. Sales tax returns shall be made available for purposes of conducting the audit. If Licensee has been negligent in its record keeping or understates its data for any audit period by three percent (3%) or more, the cost of the audit shall be borne by Licensee. If Licensee understates its data for any audit period with knowledge of such understatement or by reason of gross negligence, in addition to the foregoing, on the first such occasion Licensee shall pay Port ten (10) times the amount of the difference between the amount paid to Port by Licensee and the amount Port should have received. At the discretion of Port a second such understatement made with knowledge of or by reason of gross negligence shall result in cancellation of this License.

(b) Licensee shall cooperate with the City or Port Representative during the course of any audit, provided however, such audit shall occur at Licensee's business office, or at such other location in San Francisco where the Books and Records are kept, and no books or records shall be removed by Port Representative without the prior express written consent of Licensee's (provided, however, copies may be made by the Port Representative on site), and once commenced, with Licensee's cooperation, such audit shall be diligently pursued to completion by Port within a reasonable time of its commencement, provided that Licensee makes available to the Port Representative all the relevant Books and Records in a timely manner. If an audit is made of Licensee's Books and Records and Port claims that errors or omissions have occurred, the Books and Records shall be retained by Licensee and made available to the Port Representative until those matters are expeditiously resolved with Licensee's cooperation. If Licensee operates through one or more Agents, Licensee's shall require each such Agent to provide the Port with the foregoing audit right with respect to its Books and Records. Upon completion of the audit, Port shall promptly deliver a copy of the audit report to Licensee.

5.3. Additional Charges. Without limiting Port's other rights and remedies set forth in this License, at law or in equity, in the event Licensee fails to submit to the appropriate party, on a timely basis, the items identified in Sections 16.3(d) (Environmental Regulatory Approval) or 22.1(d) (HRC Form), or to provide evidence of the required insurance coverage described in Section 12 below (Insurance), then upon written notice from Port of such failure, Licensee shall pay an additional charge in the amount of Three Hundred Dollars (\$300). In the event Licensee fails to provide the necessary document within the time period set forth in the initial notice and Port delivers to Licensee additional written notice requesting such document, then Licensee shall pay to Port an additional charge in the amount of Three Hundred Fifty Dollars (\$350) for each additional written notice Port delivers to Licensee requesting such document. The parties agree that the charges set forth in this Section 5.3 represent a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Licensee's failure to provide the documents identified in this Section 5.3 and that Port's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights under this License, at law or in equity.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section 5.3 and the reasonableness of the amount of the charges described in this Section 5.3.

Initials:

Licensee

Port

5.4. Late Charges. Licensee acknowledges that late payment by Licensee to Port of Fees due hereunder will cause Port increased costs not contemplated by this License, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, Port will assess a late charge on any Fees (except late charges), or any portion thereof, which are due and unpaid for more than three (3) days, plus reasonable attorneys' fees incurred by Port by reason of Licensee's failure to pay Fees when due under this License. The parties agree that such late charges represent a fair and

reasonable estimate of the cost that Port will incur by reason of any late payment by Licensee. Such charges may be assessed without notice and cure periods and regardless of whether such late payment results in an Event of Default. Amounts due under this Section are in addition to, not in lieu of, amounts due under Section 5.5 below.

5.5. Default Interest. Any Fees, if not paid within five (5) days following the due date, shall bear interest from the due date until paid at the rate of ten percent (10%) per year or, if a higher rate is legally permissible, at the highest rate an individual is permitted to charge under Law (the "Interest Rate"). However, interest shall not be payable on Late Charges incurred by Licensee nor on any amounts on which Late Charges are paid by Licensee to the extent this interest would cause the total interest to be in excess of that which an individual is lawfully permitted to charge. Payment of interest shall not excuse or cure any default by Licensee.

5.6.Returned Checks. If any check for a payment for any License obligation is returned without payment for any reason, Licensee shall pay, as an additional charge, an amount equal to Fifty Dollars (\$50.00) (as such amount may be adjusted from time to time by the Port Commission) and the outstanding payment shall be subject to a Late Charge and default interest.

6. SECURITY DEPOSIT.

Licensee shall pay to Port on or before the Commencement Date, in cash, in the sum specified in the Basic License Information, as security for the faithful performance by Licensee of all terms, covenants and conditions of this License. Licensee agrees that Port may (but shall not be required to) apply the security deposit in whole or in part to (a) pay any sum due to Port under this License, (b) compensate Port for any damage to the License Area caused by Licensee or its Agents or Invitees, (c) cure any default by Licensee, or (d) cure, or attempt to cure, any failure of Licensee to perform any covenant, term or condition of this License. If Port uses any portion of the security deposit to cure any default by Licensee hereunder, Licensee shall replenish the security deposit to the original amount within 24 hours of Port's notice of the amount due. Port's obligation with respect to the security deposit is solely that of debtor and not trustee. Licensee shall not be entitled to any interest on such security deposit. Port shall not be required to keep the security deposit separate from its general funds. If Licensee is not in default at the termination of this License, Port shall return the unused balance of the security deposit to Licensee after Licensee vacates the License Area. The amount of the security deposit shall in no way limit Licensee's obligations under this License, and nothing contained in this Section shall in any way diminish or be construed as waiving any of Port's other remedies set forth in this License or provided by law or equity.

Licensee hereby waives the provisions of California Civil Code Section 1950.7 and/or any successor statute, it being expressly agreed that Port may apply all or any portion of the security deposit in payment of any and all sums reasonably necessary to compensate Port for any other loss or damage, foreseeable or unforeseeable, caused by the act or omission of Licensee or any agent, employee or invitee of Licensee, and that following a default by Licensee, all or any portion of the security deposit may be retained by Port following a termination of this License and applied to future damages, including damages for future rent, pending determination of the same.

7. PERMITTED ACTIVITY; SUITABILITY OF LICENSE AREA; OPERATIONAL REQUIREMENTS.

7.1. The License Area shall be used and occupied only for the Permitted Activity specified in the Basic License Information and for no other purpose. If the Basic License Information limits the times and location of the activities permitted hereunder, then Licensee shall not conduct the activity at times and locations other than at the times and locations hereinabove specified unless express prior written permission is granted by Port. Persons subject

to this License must comply with the directions of the Port's employees and agents, and the San Francisco Police Department and Fire Department in connection therewith.

7.2. Licensee acknowledges that Port has made no representations or warranties concerning the Landing Sites, including without limitation, the seismological condition thereof. By entering onto the License Area under this License, Licensee acknowledges its receipt of *Schedule 4* regarding the presence of certain Hazardous Materials, and *Schedule 5* regarding the condition of the substructure, if any, of the Landing Sites and shall be deemed to have inspected the Landing Sites and accepted them in their "As Is" condition and as being suitable for the conduct of Licensee's activity thereon.

7.3. Port shall have the full right and authority to make, revoke, impose, and amend any rules and regulations pertaining to and reasonably necessary for the proper use, operation and maintenance of the Landing Sites. If no rules and regulations currently exist for the Landing Sites, Licensee agrees to be bound by any rules and regulations Port later imposes on the Landing Sites. Licensee also acknowledges that Port's exercise of any of its rights regarding the License Area and other Port property in the vicinity of the License Area will not entitle Licensee to any abatement or diminution of Fees.

7.4. *Operational Requirements.*

(a) Sufficient Personnel. Licensee shall have sufficient personnel to immediately and efficiently secure the vessel to the Landing Site, to control Licensee's passengers, to provide for safe embarkation and debarkation and to direct Licensee's passengers to and from the Landing Sites. Licensee shall use its best efforts to: (i) ensure that there is no smoking, drinking, eating or loitering by Licensee's passengers at the Landing Site and (ii) keep the Landing Site free and clean of litter and other debris generated by Licensee's passengers.

(b) Closing of Gangways/Ramps and Gates. At the conclusion of each Landing, Licensee shall be responsible for closing any ramps or gates to the public and for properly securing the gangways.

(c) Two-Way Communication System. Each of Licensee's vessels shall have a two-way shore communication system capable of communicating with other vessels in the San Francisco Bay area and with the Landing Sites. Port shall provide a public address system via telephone line at each Landing Site, and Licensee shall have the right to use said system to make only service-related announcements.

(d) Sunken, Disabled or Damaged Vessels.

(i) In the event that a vessel operated by Licensee is disabled or damaged or is in danger of sinking, or shall in fact sink while located at a Landing Site, the approaches thereto, or while coming into or going from a Landing Site, or while turning, whether such damage be partial or total and regardless of the cause thereof, as soon as possible Licensee will, at its own expense, remove the disabled or damaged vessel and leave the Landing Site and the land and water approaches thereto free of any disabled or damaged vessels or wreckage. If in Port's opinion, Licensee fails to remove any such obstruction promptly on demand, Port may remove it or cause it to be removed at the sole risk and expense of Licensee. In addition to its obligations pursuant to Section 15, Licensee shall be liable to Port for the loss of other licensees' Fees due to the inaccessibility of the Landing Site.

(ii) If any disabled, sunken or damaged vessel temporarily prevents any licensee from landing its vessels at the Landing Site, Port shall use reasonable efforts, but is not obligated, to find another site where licensees may land their vessels during the period that the Landing Site is obstructed. In no event shall any licensee's Fees be abated due to inability to Land at the Landing Site.

(e) Reporting Accidents. Licensee shall notify Port in writing of any incident or accident involving personal injury or personal property damage which occurs on or in proximity

of a Landing Site. Such notice shall be given within twenty-four (24) hours after said incident or accident occurs. Failure to timely report such incidents or accidents shall constitute a material default under this License.

8. PROHIBITED USES; OPERATIONAL RESTRICTIONS.

(a) Licensee shall use the License Area solely for Permitted Activities and for no other purpose. In addition, the following are prohibited (each, a "Prohibited Use") in on or around the License Area or surrounding or adjacent Port property: waste, nuisance or unreasonable annoyance to Port, its other licensees, tenants, or the owners or occupants of adjacent properties; any action or inaction that could cause damage to a Landing Site interference with Port's use of its property or obstruction of traffic (including, but not limited to, vessel, vehicular and pedestrian traffic); and any activity which will in any way increase the existing rate of, affect or cause a cancellation of, any insurance policy required under this License, any part thereof or any of its contents.

Licensee shall not place any object, machinery or equipment on any portion of the License Area that exceeds the load restrictions, if any, described in the Basic License Information or in *Schedule 5*.

(b) Operational Restrictions. Licensee's use of the Landing Sites as provided for in this License shall be in accordance with the following limitations:

(i) Passenger Capacity. Licensee shall not transport passengers in excess of the passenger capacity as stated in a vessel's U. S. Coast Guard Certificate of Inspection or as otherwise limited by Port or governmental rules and regulations.

(ii) Noise Control. Licensee shall not use any devices, nor operate or conduct any activity, nor allow any activities, which violate any provision of the San Francisco Noise Control Ordinance. Any devices or activities which are subject to the San Francisco Noise Control Ordinance shall incorporate advances in the art of noise control developed for the kind and level of noise emitted or produced by such devices and activities, in accordance with regulations issued by the San Francisco Police Department.

(iii) Repairs and Fueling at Landing Site. Licensee shall not fuel or repair vessel(s) while at the Landing Site.

(iv) No Obstructions. Licensee shall not place barriers or obstructions in those areas shown on *Exhibit A* as the ramp portion of a Landing Site. The areas so designated in *Exhibit A* shall remain clear of barriers or obstructions at all times. The Landing Sites shall not be used as a storage place for any gangways, gear or equipment without the prior written consent of Port.

(v) Toilets. Toilets on Licensee's vessel(s) shall be U.S. Coast Guard standard and shall not discharge waste into the water or in the vicinity of the Landing Site.

(vi) No Solicitation. Licensee is prohibited from using any public address systems or other mechanical or hand operated voice or power operated megaphones in solicitation of business or for entertainment purposes, and shall not use or employ persons to solicit business either on a Landing Site or from aboard the vessel(s) or any area or location in the vicinity of a Landing Site.

(c) In the event Port determines after inspection of the License Area that a Prohibited Use or Prohibited Uses are occurring in, on or around the License Area, then Licensee shall immediately cease the Prohibited Use(s) and shall pay to Port an additional charge in the amount of Three Hundred Dollars (\$300) upon delivery of written notice to Licensee to cease the Prohibited Use ("Notice to Cease Prohibited Use"). In the event Port determines in subsequent inspection(s) of the License Area that Licensee has not ceased the Prohibited Use, then Licensee shall pay to Port an additional charge in the amount of Four Hundred Dollars (\$400) for each

additional Notice to Cease Prohibited Use delivered to Licensee. The parties agree that the charges associated with each inspection of the License Area and delivery of the Notice to Cease Prohibited Use, if applicable, represent a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Port's inspection of the License Area and Licensee's failure to comply with the applicable Notice to Cease Prohibited Use and that Port's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights under this License, at law or in equity.

By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section and the reasonableness of the amount of the charges described in this Section.

Initials:

Licensee

Port

9. COMPLIANCE WITH LAWS; REGULATORY APPROVAL; PORT ACTING AS OWNER OF PROPERTY.

9.1. *Compliance With Laws.* Licensee, at Licensee's sole cost and expense, promptly shall comply with all Laws relating to or affecting the condition, use or occupancy of the License Area.

9.2. *Regulatory Approval.* Licensee understands that Licensee's activity on the License Area may require Regulatory Approvals from Regulatory Agencies. Licensee shall be solely responsible for obtaining any such Regulatory Approvals, and Licensee shall not seek any Regulatory Approval without first obtaining the prior written approval of Port. All costs associated with applying for and obtaining any necessary Regulatory Approval shall be borne solely and exclusively by Licensee. Licensee shall be solely responsible for complying with any and all conditions imposed by Regulatory Agencies as part of a Regulatory Approval; provided, however, Licensee shall not agree to the imposition of conditions or restrictions in connection with its efforts to obtain a permit or other entitlement from any Regulatory Agency (other than Port), if the Port is required to be a co-permittee under such permit, or if the conditions or restrictions it would impose on the project could affect use or occupancy of other areas controlled or owned by the Port or would create obligations on the part of the Port (whether on or off of the License Area) to perform or observe, unless in each instance the Port has previously approved such conditions in writing, in Port's sole and absolute discretion.

Any fines or penalties imposed as a result of the failure of Licensee to comply with the terms and conditions of any Regulatory Approval shall be promptly paid and discharged by Licensee, and Port shall have no liability, monetary or otherwise, for the fines and penalties. To the fullest extent permitted by Law, Licensee agrees to Indemnify City, Port and their Agents from and against any loss, expense, cost, damage, attorneys' fees, penalties, claims or liabilities which City or Port may incur as a result of Licensee's failure to obtain or comply with the terms and conditions of any Regulatory Approval.

9.3. *Port Acting As Owner of Property.* By initialing below, Licensee agrees and acknowledges that (i) Port has made no representation or warranty that any required Regulatory Approval can be obtained, (ii) although Port is an agency of City, Port has no authority or influence over any other Regulatory Agency responsible for the issuance of such required Regulatory Approvals, (iii) Port is entering into this License in its capacity as a landowner with a proprietary interest in the License Area and not as a Regulatory Agency of City with certain police powers, and (iv) Licensee is solely responsible for obtaining any and all required Regulatory Approvals in connection with the Permitted Activity on, in or around the License Area. Accordingly, Licensee understands that there is no guarantee, nor a presumption, that any required Regulatory Approval(s) will be issued by the appropriate Regulatory Agency and Port's status as an agency of City shall in no way limit the obligation of Licensee to obtain approvals

from any Regulatory Agencies (including Port) which have jurisdiction over the License Area. Licensee hereby releases and discharges Port from any liability relating to the failure of any Regulatory Agency (including Port) from issuing any required Regulatory Approval.

Initials: _____

Licensee

10. UTILITIES, SERVICES, MAINTENANCE AND REPAIRS, DAMAGES.

10.1. Utilities and Services. Port shall provide and maintain lighting, trash pickup and a public address system via telephone lines at each Landing Site as determined by Port to be sufficient for the Landing Sites. Port shall also maintain basic life safety equipment, including life rings, fire extinguishers and booms for oil spill containment as determined by Port to be sufficient for the Landing Sites. Licensee may use this basic equipment at its sole risk in cases of emergency. Port shall invoice Licensee for Port's costs resulting from Licensee's use, including, but not limited to the costs of replacing the equipment, and Licensee shall immediately reimburse the Port therefore.

10.2. Maintenance and Repairs. Port shall maintain the Landing Site in good operating condition and repair, as Port shall determine in its reasonable judgment. Licensee shall not perform maintenance or repair of the Landing Site. Licensee shall notify Port in writing if it believes any maintenance or repairs to the Landing Site are necessary. Upon receipt of such notification, Port shall promptly investigate the matter, and if Port determines that such maintenance or repairs are necessary, Port shall perform same when reasonably practicable for the Port to do so.

10.3. Damage.

(a) **Reporting Damage.** If the Licensee damages a Landing Site, Licensee shall take immediate steps to mitigate the damage to prevent injury or further damage. Licensee shall notify Port immediately but in no event more than three (3) hours after the occurrence of such damage.

(b) Licensee shall be responsible for any and all damage, other than normal wear and tear, incurred during the Term hereof which arises out of or in connection with Licensee's, its Agents', employees', contractors' or invitees', use of the Landing Sites or approaches thereto. Port may, in its sole and absolute discretion, elect to repair the same itself or require Licensee to repair the same, all at Licensee's sole cost and expense. Upon receipt of any invoice from Port for costs incurred by Port related to any repair performed by Port in accordance with this Section, Licensee shall immediately reimburse Port therefore. If the cost (including, but not limited to, salaries of Port staff and attorneys' fees) of any such anticipation action made at Licensee's expense is in excess of Two Thousand Dollars (\$2,000), then Licensee shall pay to Port an administrative fee equal to ten percent (10%) of the total "hard costs" of the work. "Hard costs" shall include the cost of materials and installation, but shall exclude any costs associated with design, such as architectural fees. With respect to any work where the total hard costs of such work are less than Two Thousand Dollars (\$2,000) Licensee shall pay to Port Two Hundred Dollars (\$200).

(c) If Port determines that Licensee shall perform any needed repairs, Licensee shall not make or cause or suffer to be made any repairs or other work for which a permit is required by an applicable building code, standard or regulation, including without limitation, the Port Building Code or of any rule or regulation of Port without first obtaining Port's prior written consent and a permit therefore. This provision shall survive the expiration or earlier termination of this License.

11. TAXES AND ASSESSMENTS.

Licensee agrees to pay to the proper authority any and all taxes, assessments and similar charges on the License Area in effect at the time this License is entered into, or which become effective thereafter, including all taxes levied or assessed upon the possession, use, or occupancy, as distinguished from the ownership, of the License Area. Licensee, on behalf of itself and any permitted successors and assigns, recognizes and understands that this License may create a possessory interest subject to property taxation and that Licensee, and any permitted successor or assign may be subject to the payment of such taxes. Licensee, on behalf of itself and any permitted successors and assigns, further recognizes and understands that any assignment permitted hereunder and any exercise of any option to renew or extend this License may constitute a change in ownership for purposes of property taxation and therefore may result in a revaluation of any possessory interest created hereunder. Licensee shall report any assignment or other transfer of any interest in this License or any renewal or extension hereof to the County Assessor within 60 days after such assignment transaction or renewal or extension. Licensee further agrees to provide such other information as may be requested by City or Port to enable City or Port to comply with any reporting requirements under applicable law with respect to possessory interest.

12. INSURANCE.

12.1. *Required Insurance.*

Unless waived or modified in writing by the City's Risk Manager with Port's written approval, Licensee shall maintain throughout the Term, at Licensee's expense, insurance as follows:

(a) Worker's compensation insurance as required by Laws, U.S. Longshore and Harborworker's Act Insurance and Jones Act insurance with employer's liability limit not less than Five Million Dollars (\$5,000,000) for each accident, on employees eligible for each. Licensee's insurance must be from a carrier with an A M Best rating of A-7 or better; must be statutory in nature; must include USL&H on an "if any basis", with E L coverage of \$5,000,000.00. In the event Licensee is self-insured, it shall furnish Certificate of Permission to Self-Insure signed by Department of Industrial Relations, Administration of Self-Insurance, Sacramento, California.

(b) Comprehensive or commercial general liability insurance, with limits not less than Five Million Dollars (\$5,000,000.00) each occurrence combined single limit for bodily injury and property damage, including coverages for contractual liability, independent contractors, broad form property damage, personal injury, products and completed operations, fire damage and legal liability with limits not less than Two Hundred Fifty Thousand Dollars (\$250,000.00) and explosion, collapse and underground (XCU) coverage during any period in which Licensee is conducting any activity on or Alteration or Improvement to the License Area with risk of explosion, collapse or underground hazards.

(c) Comprehensive or Business Automobile Liability Insurance with limits not less than \$5,000,000 each occurrence Combined Single Limit for Bodily Injury and Property Damage, including coverage for owned, non-owned and hired automobiles, as applicable, which insurance shall be required if any automobiles or any other motor vehicles are operated in connection with Licensee's activity on, in or around the License Area. If parking is a Permitted Activity under this License, Licensee must obtain, maintain, and provide to Port upon request evidence of personal automobile liability insurance for persons parking vehicles at the License Area on a regular basis, including without limitation Licensee's Agents and Invitees.

(d) Watercraft Liability Insurance acceptable to Port, with limits not less than Five Million Dollars (\$5,000,000) per each occurrence, including coverages for owned and non-owned watercraft.

(e) Contractor's Pollution Legal Liability Insurance with combined single limit of Two Million Dollars (\$2,000,000.00) each claim, Five Million Dollars (\$5,000,000.00)

aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.

(f) Vessel Pollution Liability Insurance with combined single limit of Two Million Dollars (\$2,000,000.00) each claim, Five Million Dollars (\$5,000,000.00) aggregate, and with coverage to include legal liability arising from the sudden and accidental release of pollutants, and no less than a one-year extended reporting period.

(g) Hull and Machinery Protection and Indemnity Insurance in a form and with limited acceptable to Port.

(h) Bumpershoot; Umbrella; Excess Insurance with policy limits of no less than twenty million dollars (\$20,000,000).

(i) Other Coverage. Such other insurance as required by Law or as City's Risk Manager may require which is reasonable and customary for comparable risks in similar circumstances.

12.2. Claims Made Policy. Should any of the required insurance be provided under a claims-made form, Licensee shall maintain such coverage continuously throughout the Term and, without lapse, for two (2) years beyond the expiration of this License, to the effect that, should occurrences during the Term give rise to claims made after expiration of this License, such claims shall be covered by such claims-made policies.

12.3. Annual Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provide that claims investigation or legal defense costs be included in such annual aggregate limit, such annual aggregate limit shall be not less than double the occurrence limits specified above.

12.4. Additional Insureds. Liability policies shall be endorsed to name as additional insureds the "CITY AND COUNTY OF SAN FRANCISCO, THE SAN FRANCISCO PORT COMMISSION, AND THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS" (Insurance Certificate with Endorsement for such additional insureds).

12.5. Payment of Premiums. Licensee shall pay all the premiums for maintaining all required insurance.

12.6. Waiver of Subrogation Rights. Notwithstanding anything to the contrary contained herein, Port and Licensee (each a "Waiving Party") each hereby waives any right of recovery against the other party for any loss or damage sustained by such other party with respect to the Facility or the License Area or any portion thereof or the contents of the same or any operation therein, whether or not such loss is caused by the fault or negligence of such other party, to the extent such loss or damage is covered by insurance which is required to be purchased by the Waiving Party under this License or is actually covered by insurance obtained by the Waiving Party. Each Waiving Party agrees to cause its insurers to issue appropriate waiver of subrogation rights endorsements to all policies relating to the Facility or the License Area; provided, the failure to obtain any such endorsement shall not affect the above waiver.

12.7. General Insurance Matters.

(a) All insurance policies shall be endorsed to provide thirty (30) days prior written notice of cancellation, non-renewal or reduction in coverage or limits to Port at the address for Notices specified in the Basic License Information.

(b) All insurance policies shall be endorsed to provide that such insurance is primary to any other insurance available to the additional insureds with respect to claims covered under the policy and that insurance applies separately to each insured against whom claim is made or suit is brought, but the inclusion of more than one insured shall not operate to increase the insurer's limit of liability.

(c) Before commencement of activities under this License, certificates of insurance and brokers' endorsements, in form and with insurers acceptable to Port, shall be furnished to Port promptly upon request, along with complete copies of policies.

(d) All insurance policies required to be maintained by Licensee hereunder shall be issued by an insurance company or companies reasonably acceptable to Port with an AM Best rating of not less than A-VIII and authorized to do business in the State of California. Licensee's compliance with this Section shall in no way relieve or decrease Licensee's liability under this License.

13. NOTICES.

Except as otherwise expressly provided in this License or by Law, all notices (including notice of consent or non-consent) required or permitted by this License or by Law must be in writing and be delivered by: (a) hand delivery; (b) first class United States mail, postage prepaid; or (c) overnight delivery by a nationally recognized courier or the United State Postal Service, delivery charges prepaid. Notices to a party must be delivered to that party's mailing address in the Basic License Information, unless superseded by a notice of a change in that party's mailing address for notices, given to the other party in the manner provided above, or by License information in Licensee's written response to Port's written request.

All notices under this License shall be deemed to be duly delivered: (a) on the date personal delivery actually occurs; (b) if mailed, on the business day following the business day deposited in the United States mail or, if mailed return receipt requested, on the date of delivery or on which delivery is refused as shown on the return receipt; or (c) the business day after the business day deposited for overnight delivery.

Notices may not be given by facsimile or electronic mail, but either party may deliver a courtesy copy of a notice by facsimile or electronic mail.

14. DEFAULT BY LICENSEE; REMEDIES.

14.1. *Event of Default.* The occurrence of any one or more of the following events shall constitute a default by Licensee:

(a) Failure by Licensee to pay when due any Fees and/or all other charges due hereunder; or

(b) Failure to perform any other provisions of this License, if the failure to perform is not cured within the Cure Period set forth in the Basic License Information after Port has given notice to Licensee.

(c) Without the prior written consent of Port, an assignment, or attempted assignment, of this License by Licensee;

(d) Either (i) the failure of Licensee to pay its debts as they become due, the written admission of Licensee of its inability to pay its debts, or a general assignment by Licensee for the benefit of creditors; or (ii) the filing by or against Licensee of any action seeking reorganization, arrangement, liquidation, or other relief under any Law relating to bankruptcy, insolvency, or reorganization or seeking the appointment of a trustee, receiver or liquidator of Licensee's or any substantial part of Licensee's assets; or (iii) the attachment, execution or other judicial seizure of substantially all of Licensee's interest in this License.

(e) Failure to report an incident or accident involving personal injury or personal property damage pursuant to Section 7.4 (e).

(f) Failure to report to Port any damage to the Landing Site or to perform or pay for such damage as directed by Port acting in accordance with this License.

14.2. *Port's Remedies.* Upon default by Licensee, Port shall, without further notice or demand of any kind to Licensee or to any other person, and in addition to any other remedy Port

may have under this License and at law or in equity, have the ability to immediately terminate this License and Licensee's right to use the License Area. Upon notice of any such termination, Licensee shall immediately vacate and discontinue its use of the License Area and Port may take any and all action to enforce Licensee's obligations.

15. INDEMNITY AND EXCULPATION.

15.1. Indemnity. Licensee shall Indemnify Port, City, and their Agents (collectively, the "Indemnified Parties") from, and, if requested, shall defend them against any and all liabilities, injuries, losses, costs, claims, judgments, settlements, damages, liens, fines, penalties and expenses, including without limitation, direct and vicarious liability of any kind (collectively, "Claims") arising directly or indirectly out of: (a) any injury to or death of any person, including but not limited to Agents and Invitees of Licensee, or damage to or destruction of any property occurring in, on or about the License Area, or any part thereof, or the approaches thereto from any cause whatsoever, (b) any failure by Licensee in the observance or performance of any of the terms, covenants or conditions of this License, or (c) the use, occupancy or condition of the License Area or the activities therein or the approaches thereto by Licensee or its Agents or Invitees. This Indemnity shall be enforceable regardless of the active or passive negligence of any of the Indemnified Parties, and regardless of whether liability without fault is imposed or sought to be imposed on any of the Indemnified Parties. This Indemnity shall be enforceable except to the extent that such Indemnity is void or otherwise unenforceable under applicable law in effect on, or validly retroactive to, the date of this License. This Indemnity includes all Claims, loss predicated in whole or in part, upon active or passive negligence of any of the Indemnified Parties. This Indemnity shall exclude Claims resulting solely and exclusively from the willful misconduct of Port or City which is not contributed to by any act of, or by any omission to perform some duty imposed by Law or agreement on Licensee or its Agents or Invitees.

In addition to Licensee's obligation to Indemnify the Indemnified Parties, Licensee specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Indemnified Parties from any claim that actually or potentially falls within this Indemnification provision, even if the allegations are or may be groundless, false or fraudulent. Licensee's obligation to defend shall arise at the time such Claim is tendered to Licensee by any of the Indemnified Parties and shall continue at all times thereafter.

The foregoing Indemnity obligation of Licensee includes Indemnification from all loss and liability, including attorneys' and consultants' fees, court costs, investigation and remediation costs, all other reasonable costs and expenses incurred by the Indemnified Parties, damages for decrease in the value of the License Area, and Claims for damages or decreases in the value of adjoining property. Licensee's Indemnification obligation shall begin from the first notice that any Claim or demand is or may be made. The provisions of this Section shall survive the expiration or earlier termination of this License.

15.2. Exculpation. Licensee, as a material part of the consideration to be rendered to Port, hereby waives any and all Claims against the Indemnified Parties, and agrees to Indemnify the Indemnified Parties from any Claims for damages to goods, wares, goodwill, merchandise, equipment, business opportunities and persons in, upon or about the License Area for any cause arising at any time, including without limitation all Claims arising from the joint or concurrent, active or passive, negligence of the Indemnified Parties, but excluding any intentionally harmful acts committed solely by Port or City.

15.3. Effect of Waivers. Licensee, on behalf of itself and its Agents, hereby fully and irrevocably releases, discharges, and covenants not to sue or to pay the attorneys' fees and other litigation costs of any party to sue, Port, or any and all of Port's Agents with respect to any and all Claims arising directly or indirectly from the actual or alleged facts or circumstances of the process leading to this License prior to the Commencement Date.

Licensee understands and expressly accepts and assumes the risk that any facts concerning any and all Claims released in this License might be found later to be other than or different from the facts now believed to be true, and agrees that the releases in this License shall remain effective. Therefore, with respect to all Claims released in this License, Licensee waives any rights or benefits provided by Section 1542 of the Civil Code, which reads as follows:

A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS WHICH THE CREDITOR DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE, WHICH IF KNOWN BY HIM OR HER MUST HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR.

BY PLACING ITS INITIALS BELOW, LICENSEE SPECIFICALLY ACKNOWLEDGES AND CONFIRMS THE VALIDITY OF THE RELEASE MADE ABOVE AND THE FACT THAT LICENSEE WAS REPRESENTED BY COUNSEL WHO EXPLAINED THE CONSEQUENCES OF THE RELEASE AT THE TIME THIS LICENSE AGREEMENT WAS MADE, OR THAT LICENSEE HAD THE OPPORTUNITY TO CONSULT WITH COUNSEL, BUT DECLINED TO DO SO.

Initials: Licensee: _____

15.4. Hazardous Materials Indemnification.

(a) In addition to its obligations under Section 15.1 (Indemnity) and Section 16 (Hazardous Materials), Licensee, for itself and on behalf of its Agents and Invitees, agrees to Indemnify the Indemnified Parties from any and all Claims and Hazardous Materials Claims that arise as a result of: (i) any Hazardous Material Condition, except where caused by the Indemnified Parties' sole willful misconduct; and (ii) Licensee's Exacerbation of any Hazardous Material Condition.

(b) Licensee's obligation to Indemnify the Indemnified Parties includes: (i) costs incurred in connection with any Investigation or Remediation requested by Port or required by any Environmental Regulatory Agency and to restore the affected area to its condition before the Release; (ii) damages for diminution in the value of the License Area and other affected property; (iii) damages for the loss or restriction on use of rentable or usable space or of any amenity of the License Area and other affected property; (iv) damages arising from any adverse impact on marketing the space; (v) sums paid in settlement of Claims, Hazardous Materials Claims, Environmental Regulatory Actions, including fines and penalties; (vi) natural resource damages; and (vi) attorneys' fees, consultant fees, expert fees, court costs, and all other litigation, administrative or other judicial or quasi-judicial proceeding expenses. If Port pays any costs within the scope of this Section, Licensee must reimburse Port for Port's costs, plus interest at the Interest Rate from the date Port incurs each cost until paid, within three (3) business days after Port's payment demand.

(c) Licensee's obligations hereunder shall survive the expiration or earlier termination of this License.

16. HAZARDOUS MATERIALS.

16.1. Requirements for Handling. Neither Licensee nor its Agents or Invitees may Handle or permit any other person to Handle any Hazardous Material in, on, under or about the License Area or any other Port property.

16.2. Licensee Responsibility. Licensee agrees to protect its Agents and Invitees in its operations on the License Area from hazards associated with Hazardous Materials in accordance with all Environmental Laws and also agrees, for itself and on behalf of its Agents and Invitees, that during its use and occupancy of the License Area, each of them:

(a) will not permit any Hazardous Materials to be present in, on, under or about the License Area, any other part of the Facility, or other Port property except as permitted under Section 16.1 (Requirements for Handling);

(b) will not cause or permit any Hazardous Material Condition; and

(c) will comply with all Environmental Laws relating to the License Area and any Hazardous Material Condition, and will not engage in or permit any activity at the License Area or any other Port property, or in the operation of any vehicles or vessels used in connection with the License Area in violation of any Environmental Laws.

16.3. *Licensee's Environmental Condition Notice Requirements.*

(a) Licensee must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, of and when Licensee learns or has reason to believe Hazardous Materials were Released or, except as allowed under Section 16.1 (Requirements for Handling), Handled, in, on, or about the Landing Sites pursuant to this License, or into the environment, including the Bay or from any vessels that Licensee, its Agents or Invitees use, whether or not the Release or Handling is in quantities that would be required under Environmental Laws to be reported to an Environmental Regulatory Agency.

(b) Licensee must notify Port immediately, orally or by other means that will transmit the earliest possible notice to Port staff, followed within twenty-four (24) hours by written notice, and contemporaneously provide Port with an electronic copy, of:

(i) Any notice of the Release or Handling of Hazardous Materials, in, on, or about the Landing Sites, or the environment, or from any vessels Licensee or its Agents or Invitees uses during Licensee's use of the Landing Site that Licensee or its Agents or Invitees provides to an Environmental Regulatory Agency;

(ii) Any notice of a violation, or a potential or alleged violation, of any Environmental Law that Licensee or its Agents or Invitees receives from any Environmental Regulatory Agency;

(iii) Any other Environmental Regulatory Action that is instituted or threatened by any Environmental Regulatory Agency against Licensee or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the Landing Sites, or the environment, or from any vessels Licensee or its Agents or Invitees use of the Landing Sites;

(iv) Any Hazardous Materials Claim that is instituted or threatened by any third party against Licensee or its Agents or Invitees and that relates to the Release or Handling of Hazardous Materials, in, on, or about the Landing Sites, or the environment, or from any vessels that Licensee or its Agents or Invitees use of the Landing Sites; and

(v) Any notice of the termination, expiration, or substantial amendment of any Environmental Regulatory Approval needed by Licensee or its Agents or Invitees for their operations at the License Area.

(c) Licensee must notify Port of any meeting, whether conducted face-to-face or telephonically, between Licensee and any Environmental Regulatory Agency regarding an Environmental Regulatory Action. Port will be entitled to participate in any such meetings at its sole election.

(d) Licensee must notify Port of any Environmental Regulatory Agency's issuance of an Environmental Regulatory Approval. Licensee's notice to Port must state the issuing entity, the Environmental Regulatory Approval identification number, and the date of issuance and expiration of the Environmental Regulatory Approval. In addition, Licensee must provide Port with a list of any Environmental Regulatory Approval, plan or procedure required

to be prepared and/or filed with any Environmental Regulatory Agency for operations on the License Area, including a "Spill Pollution Control and Countermeasure Plan." Licensee must provide Port with copies of any of the documents within the scope of this Section upon Port's request.

(e) Licensee must provide Port with copies of all communications with Environmental Regulatory Agencies and all non-privileged communications with other persons regarding potential or actual Hazardous Materials Claims arising from Licensee's or its Agents' or Invitees' operations at the License Area. Upon Port's request, Licensee must provide Port with a log of all communications withheld under a claim of privilege that specifies the parties to and subject of each withheld communication.

(f) Port may from time to time request, and Licensee will be obligated to provide, information reasonably adequate for Port to determine that any and all Hazardous Materials are being Handled in a manner that complies with all Environmental Laws.

16.4. Requirement to Remediate.

(a) Licensee's Remediation obligations under this Subsection (a) are subject to Subsection (b).

(i) After notifying Port in accordance with Section 15.3(a) (Licensee's Environmental Condition Notice Requirements), Licensee must Remediate at its sole cost in compliance with all Environmental Laws and this License, any Hazardous Material Condition occurring during the Term or while Licensee or its Agents or Invitees otherwise occupy any part of the License Area. Licensee must obtain Port's approval of a Remediation work plan, whether or not required under Environmental Laws, then begin Remediation actions immediately following Port's approval of the work plan and continue diligently until Remediation is complete, as determined by Port, in its sole discretion.

(ii) In addition to its obligations under clause (i), before this License terminates for any reason, Licensee must Remediate at its sole cost in compliance with all Environmental Laws and this License: (A) any Hazardous Material Condition caused by Licensee's or its Agents' or Invitees' Handling Hazardous Materials during the Term; and (B) any Hazardous Material Condition discovered during Licensee's occupancy that is required to be Remediated by any Regulatory Agency requires to be Remediated if Remediation would not have been required but for Licensee's use of the License Area.

(iii) If Environmental Laws require a Remediation action plan, Licensee must provide a draft of its plan to Port for comment and approval before submittal to the appropriate Environmental Regulatory Agency, and a copy of the final plan as submitted.

(iv) In all situations relating to Handling or Remediating Hazardous Materials, Licensee must take all actions that are reasonably necessary in Port's sole judgment to protect the value of the License Area, such as obtaining Environmental Regulatory Approvals related to Hazardous Materials and taking measures to remedy any deterioration in the condition or diminution of the value of any portion of the License Area in any manner related directly, or indirectly to Hazardous Materials.

(b) Unless Licensee or its Agents or Invitees Exacerbate the Hazardous Material Condition, Licensee will not be obligated to Remediate any Hazardous Material Condition: (i) caused solely by City, Port, or their Agents during Licensee's occupancy of the License Area; or (ii) arising before the Commencement Date or the date of Licensee's first use of the License Area, whichever is earlier.

16.5. Port's Right to Audit. Port will have the right, but not the obligation, to inspect and audit the License Area for any Hazardous Materials, including the right to Investigate, at reasonable times under Section 17 (Port's Entry on License Area). Port's failure to inspect or obtain samples or to detect conditions attributable to Licensee's operations if an inspection is

conducted may not be deemed to be a release of any liability for any Hazardous Materials subsequently determined to be Licensee's responsibility under this License.

16.6. Failure to Comply. Failure to comply with this Section 16 (Hazardous Materials) shall constitute a material default under this License. In the event of such default, Port shall have all rights available under this License and at law or equity including, without limitation, the right to either:

(a) Terminate this License and collect damages Port incurs as a result of such default, including, without limitation, Remediation costs incurred by Port resulting from the Remediation of any Hazardous Materials present in, on or under the License Area or any other Port property; or

(b) Continue this License and require Licensee to Remediate such Hazardous Materials at the Licensee's sole cost and expense.

16.7. Survival. Licensee's obligations under this Section 16 (Hazardous Materials) shall survive the expiration or earlier termination of this License.

16.8. Presence of Hazardous Materials. California Law requires landlords to disclose to Licensees the presence or potential presence of certain Hazardous Materials. Accordingly, Licensee is hereby advised that Hazardous Materials (as herein defined) may be present on or near the License Area, including, but not limited to vehicle fluids, janitorial products, tobacco smoke, and building materials containing chemicals, such as lead and formaldehyde. Further, *Schedule 4* lists reports which describe Hazardous Materials known to be present at or near China Basin Terminal. Copies of the listed reports have been delivered to or made available to Licensee. By execution of this License, Licensee acknowledges that the notice set forth in this Section satisfies the requirements of California Health and Safety Code Section 25359.7 and related Laws. Licensee must disclose the information contained in this Section to any Agent, sublicensee, licensee, transferee, or assignee of Licensee's interest in this License. Licensee also acknowledges its own obligations pursuant to California Health and Safety Code Section 25359.7 as well as the penalties that apply for failure to meet such obligations.

17. PORT'S ENTRY ON LICENSE AREA.

17.1. Entry for Inspection. Port and its authorized Agents shall have the right to enter the License Area without notice at any time for the purpose of inspecting the License Area to determine whether the License Area is in good condition and whether Licensee is complying with its obligations under this License; to perform any necessary maintenance, repairs or restoration to the License Area; and to show the License Area to prospective licensees, tenants or other interested parties.

17.2. Emergency Entry. Port may enter the License Area at any time, without notice, in the event of an emergency. Port shall have the right to use any and all means that Port may deem proper in such an emergency in order to obtain entry to the License Area. Entry to the License Area by any of these means, or otherwise, shall not under any circumstances be construed or deemed to be a breach of Licensee's rights under this License.

17.3. No Liability. Port shall not be liable in any manner, and Licensee hereby waives any Claims for damages, for any inconvenience, disturbance, loss of business, nuisance, or other damage, including without limitation any abatement or reduction in Fees due hereunder, arising out of Port's entry onto the License Area, or entry by the public (as Licensee has a non-exclusive right to use the License Area) onto the License Area.

18. IMPROVEMENTS AND ALTERATIONS.

Licensee shall not make, nor suffer to be made, alterations or improvements to the License Area without the express written consent of Port.

19. SURRENDER.

Upon the expiration or earlier termination of this License, Licensee shall surrender to Port the License Area and any pre-existing alterations and improvements in good condition (except for ordinary wear and tear). The License Area shall be surrendered clean, free of debris, waste, and Hazardous Materials, and free and clear of all liens and encumbrances.

Without any prior notice, Port may elect to retain or dispose of Licensee's personal property and any alterations and improvements that Licensee has installed with or without Port's consent that Licensee does not remove from the License Area prior to the expiration or earlier termination of this License. These items shall be deemed abandoned. Port may retain, store, remove, and sell or otherwise dispose of abandoned property, and Licensee waives all Claims against Port for any damages resulting from Port's retention, removal and disposition of such property; provided, however, that Licensee shall be liable to Port for all costs incurred in storing, removing and disposing of abandoned property and repairing any damage to the Landing Sites resulting from such removal. Licensee agrees that Port may elect to sell abandoned property and offset against the sales proceeds Port's storage, removal, and disposition costs without notice to Licensee. Licensee hereby waives the benefits of California Civil Code Section 1993 to the extent applicable.

If Licensee fails to surrender the License Area as required by this Section, Licensee shall Indemnify Port from all damages resulting from Licensee's failure to surrender the License Area, including, but not limited to, any costs of Port to enforce this Section and any Claims made by a succeeding licensee or tenant resulting from Licensee's failure to surrender the License Area as required together with, in each instance, reasonable attorneys' fees and costs.

Licensee's obligation under this Section shall survive the expiration or earlier termination of this License.

20. ATTORNEYS' FEES; LIMITATIONS ON DAMAGES.

20.1. *Litigation Expenses.* The prevailing party in any action or proceeding (including any cross complaint, counterclaim or bankruptcy proceeding) against the other party by reason of a claimed default, or otherwise arising out of a party's performance or alleged non-performance under this License, shall be entitled to recover from the other party its costs and expenses of suit, including but not limited to, reasonable attorneys' fees, which fees shall be payable whether or not such action is prosecuted to judgment. "Prevailing party" within the meaning of this Section shall include, without limitation, a party who substantially obtains or defeats, as the case may be, the relief sought in the action, whether by compromise, settlement, judgment or the abandonment by the other party of its claim or defense. Attorneys' fees under this Section shall include attorneys' fees and all other reasonable costs and expenses incurred in connection with any appeal.

20.2. *City Attorney.* For purposes of this License, reasonable fees of attorneys of the City's Office of the City Attorney shall be based on the fees regularly charged by private attorneys with an equivalent number of years of professional experience (calculated by reference to earliest year of admission to the bar of any state) who practice in San Francisco in law firms with approximately the same number of attorneys as employed by the Office of the City Attorney.

20.3. *Limitation on Damages.* Licensee agrees that Licensee will have no recourse with respect to, and Port shall not be liable for, any obligation of Port under this License, or for any Claim based upon this License, except to the extent of the fair market value of Port's fee interest in the License Area (as encumbered by this License). Licensee's execution and delivery hereof and as part of the consideration for Port's obligations hereunder Licensee expressly waives all such liability.

20.4. *Non-Liability of City Officials, Employees and Agents.* No elective or appointive board, commission, member, officer, employee or other Agent of City and/or Port shall be personally liable to Licensee, its successors and assigns, in the event of any default or

breach by City and/or Port or for any amount which may become due to Licensee, its successors and assigns, or for any obligation of City and/or Port under this License. Under no circumstances shall Port, City, or their respective Agents be liable under any circumstances for any consequential, incidental or punitive damages.

20.5. *Limitation on Port's Liability Upon Transfer.* In the event of any transfer of Port's interest in and to the Facility, Port (and in case of any subsequent transfers, the then transferor), subject to the provisions hereof, will be automatically relieved from and after the date of such transfer of all liability with regard to the performance of any covenants or obligations contained in this License thereafter to be performed on the part of Port, but not from liability incurred by Port (or such transferor, as the case may be) on account of covenants or obligations to be performed by Port (or such transferor, as the case may be) hereunder before the date of such transfer.

21. MINERAL RESERVATION.

The State of California, pursuant to Section 2 of Chapter 1333 of the Statutes of 1968, as amended, has reserved all subsurface mineral deposits, including oil and gas deposits, on or underlying the License Area. In accordance with the provisions of these Statutes, Port and Licensee shall and hereby do grant to the State of California the right to explore, drill for and extract said subsurface minerals, including oil and gas deposits, from the Mineral Reservation area located by the California Grid System.

22. CITY AND PORT REQUIREMENTS.

The San Francisco Municipal Codes (available at www.sfgov.org) and City and Port policies described or referenced in this License are incorporated by reference as though fully set forth in this License. The descriptions below are not comprehensive but are provided for notice purposes only; Licensee is charged with full knowledge of each such ordinance and policy and any related implementing regulations as they may be amended from time to time. Licensee understands and agrees that its failure to comply with any provision of this License relating to any such code provision shall be deemed a material breach of this License and may give rise to penalties under the applicable ordinance. Capitalized or highlighted terms used in this Section and not defined in this License shall have the meanings ascribed to them in the cited ordinance.

22.1. *Nondiscrimination.*

(a) Covenant Not to Discriminate. In the performance of this License, Licensee covenants and agrees not to discriminate on the basis of the fact or perception of a person's race, color, creed, religion, national origin, ancestry, age, sex, sexual orientation, gender identity, domestic partner status, marital status, disability or Acquired Immune Deficiency Syndrome or HIV status (AIDS/HIV status), weight, height, association with members of classes protected under this chapter or in retaliation for opposition to any practices forbidden under Chapter 12 of the Administrative Code against any employee of Licensee, any City and County employee working with Licensee, any applicant for employment with Licensee, or any person seeking accommodations, advantages, facilities, privileges, services, or membership in all business, social, or other establishments or organizations operated by Licensee in the City and County of San Francisco.

(b) Sublicenses and Other Contracts. Licensee shall include in all Sublicenses and other contracts relating to the License Area a nondiscrimination clause applicable to such Sublicensee or other contractor in substantially the form of Subsection (a) above. In addition, Licensee shall incorporate by reference in all Sublicenses and other contracts the provisions of Sections 12B.2 (a), 12B.2 (c)-(k) and 12C.3 of the Administrative Code and shall require all Sublicensees and other contractors to comply such provisions.

(c) Nondiscrimination in Benefits. Licensee does not as of the date of this License and will not during its Term, in any of its operations in San Francisco or where the work

is being performed for the City, discriminate in the provision of bereavement leave, family medical leave, health benefits, membership or membership discounts, moving expenses, pension and retirement benefits or travel benefits (collectively "**Core Benefits**") as well as any benefits other than the Core Benefits between employees with domestic partners and employees with spouses, and/or between the domestic partners and spouses of such employees, where the domestic partnership has been registered with a governmental entity pursuant to state or local Law authorizing such registration, subject to the conditions set forth in Section 12B.2 of the Administrative Code.

(d) **HRC Form.** On or prior to the License Commencement Date, Licensee shall execute and deliver to Port the "Nondiscrimination in Contracts and Benefits" form approved by the San Francisco Human Rights Commission.

(e) **Penalties.** Licensee understands that pursuant to Section 12B.2(h) of the Administrative Code, a penalty of \$50.00 for each person for each calendar day during which such person was discriminated against in violation of the provisions of this License may be assessed against Licensee and/or deducted from any payments due Licensee.

22.2. Requiring Health Benefits for Covered Employees. Unless exempt, Licensee agrees to comply fully with and be bound by all of the provisions of the Health Care Accountability Ordinance (HCAO), as set forth in Administrative Code Chapter 12Q (Chapter 12Q).

(a) For each Covered Employee Licensee shall provide the appropriate health benefit set forth in Section 12Q.3 of the HCAO.

(b) Notwithstanding the above, if Licensee meets the requirements of a "**small business**" by the City pursuant to Section 12Q.3 of the HCAO, it shall have no obligation to comply with Section 22.2(a) above.

(c) If, within 30 days after receiving written notice of a breach of this License for violating the HCAO, Licensee fails to cure such breach or, if such breach cannot reasonably be cured within such 30-day period, Licensee fails to commence efforts to cure within such period, or thereafter fails to diligently pursue such cure to completion, the City shall have the remedies set forth in Section 12Q.5(f). Each of these remedies shall be exercisable individually or in combination with any other rights or remedies available to the City.

(d) Any Sublicense or Contract regarding services to be performed on the License Area entered into by Licensee shall require the Sublicensee or Contractor and Subcontractors, as applicable, to comply with the requirements of the HCAO and shall contain contractual obligations substantially the same as those set forth in Chapter 12Q of the Administrative Code. Licensee shall notify the Purchasing Department when it enters into such a Sublicense or Contract and shall certify to the Purchasing Department that it has notified the Sublicensee or Contractor of the obligations under the HCAO and has imposed the requirements of the HCAO on the Sublicensee or Contractor through written agreement with such Sublicensee or Contractor. Licensee shall be responsible for ensuring compliance with the HCAO for each Sublicensee, Contractor and Subcontractor performing services on the License Area. If any Sublicensee, Contractor or Subcontractor fails to comply, the City may pursue the remedies set forth in Section 12Q.5 of the Administrative Code against Licensee based on the Sublicensee's, Contractor's, or Subcontractor's failure to comply, provided that the Contracting Department has first provided Licensee with notice and an opportunity to cure the violation.

(e) Licensee shall not discharge, reprimand, penalize, reduce the compensation of, or otherwise discriminate against, any employee for notifying the City of any issue relating to the HCAO, for opposing any practice proscribed by the HCAO, for participating in any proceedings related to the HCAO, or for seeking to assert or enforce any rights under the HCAO by any lawful means.

(f) Licensee represents and warrants that it is not an entity that was set up, or is being used, for the purpose of evading the requirements of the HCAO.

(g) Licensee shall keep itself informed of the requirements of the HCAO, as they may change from time to time.

(h) Upon request, Licensee shall provide reports to the City in accordance with any reporting standards promulgated by the City under the HCAO, including reports on Sublicensees, Contractors, and Subcontractors.

(i) Within ten (10) business days of any request, Licensee shall provide the City with access to pertinent records relating to any Licensee's compliance with the HCAO. In addition, the City and its agents may conduct random audits of Licensee at any time during the Term. Licensee agrees to cooperate with City in connection with any such audit.

(j) If a Contractor or Subcontractor is exempt from the HCAO because the amount payable to such Contractor or Subcontractor under all of its contracts with the City or relating to City-owned property is less than \$25,000.00 (or \$50,000.00 for nonprofits) in that fiscal year, but such Contractor or Subcontractor later enters into one or more agreements with the City or relating to City-owned property that cause the payments to such Contractor or Subcontractor to equal or exceed \$75,000.00 in that fiscal year, then all of the Contractor's or Subcontractor's contracts with the City and relating to City-owned property shall be thereafter subject to the HCAO. This obligation arises on the effective date of the agreement that causes the cumulative amount of agreements to equal or exceed \$75,000.00 in the fiscal year.

22.3. First Source Hiring. The City has adopted a First Source Hiring Program (San Francisco Administrative Code Sections 83.1 et seq.) which establishes specific requirements, procedures and monitoring for first source hiring of qualified economically disadvantaged individuals for entry-level positions as those terms are defined by the ordinance. Licensee acknowledges receiving and reviewing the First Source Hiring Program materials and requirements.

Licensee agrees to comply with the ordinance through compliance with the following:

(a) No later than thirty (30) days after full execution of this License, Licensee shall notify the City and County of San Francisco's Workforce Development System, Department of Human Services of all projected Entry Level Positions and the approximate date such positions will be available, by using the Job Survey Form provided by the Port of San Francisco.

(b) Licensee shall follow all requirements of the San Francisco Workforce Development System, including without limitation, notification of vacancies throughout the Term and entering into a First Source Hiring Agreement, if applicable.

(c) Licensee shall interview qualified applicants and use good faith in hiring applicants. Licensee shall maintain good records of recruitment and hiring process, and shall permit Port or City to audit such records upon request.

Pursuant to the ordinance, Licensee may be subject to monetary penalties for failure to comply with the ordinance.

22.4. Local Business Enterprises. The Port Commission encourages the participation of local business enterprises (LBEs) in Licensee's operations. Licensee agrees to consult with HRC to determine appropriate methods for promoting participation by LBEs in the Scope of Work. Architecture, Engineering, Laboratory Services (Materials Testing), Trucking and Hauling, and Security Guard Services are categories of services that may provide opportunities for certified LBE participation. City maintains a list of certified LBEs at: http://sfgov.org/site/uploadedfiles/sfhumanrights/directory/vlist_1.htm.

22.5. Resource-Efficient Facilities and Green Building Requirements. Licensee agrees to comply with all applicable provisions of Environment Code Chapters 7 and 13C relating to resource-efficiency and green building design requirements.

22.6. Prohibition of Tobacco Sales and Advertising. Licensee acknowledges and agrees that no sales or advertising of cigarettes or tobacco products is allowed on the License Area. This advertising prohibition includes the placement of the name of a company producing, selling or distributing cigarettes or tobacco products or the name of any cigarette or tobacco product in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of cigarettes and tobacco products, or (ii) encourage people not to smoke or to stop smoking.

22.7. Prohibition of Alcoholic Beverages Advertising. Licensee acknowledges and agrees that no advertising of alcoholic beverages is allowed on the License Area. For purposes of this section, "alcoholic beverage" shall be defined as set forth in California Business and Professions Code Section 23004, and shall not include cleaning solutions, medical supplies and other products and substances not intended for drinking. This advertising prohibition includes the placement of the name of a company producing, selling or distributing alcoholic beverages or the name of any alcoholic beverage in any promotion of any event or product. This advertising prohibition does not apply to any advertisement sponsored by a state, local, nonprofit or other entity designed to (i) communicate the health hazards of alcoholic beverages, (ii) encourage people not to drink alcohol or to stop drinking alcohol, or (iii) provide or publicize drug or alcohol treatment or rehabilitation services.

22.8. Graffiti Removal. Graffiti is detrimental to the health, safety and welfare of the community in that it promotes a perception in the community that the laws protecting public and private property can be disregarded with impunity. This perception fosters a sense of disrespect of the law that results in an increase in crime; degrades the community and leads to urban blight; is detrimental to property values, business opportunities and the enjoyment of life; is inconsistent with City's property maintenance goals and aesthetic standards; and results in additional graffiti and in other properties becoming the target of graffiti unless it is quickly removed from public and private property. Graffiti results in visual pollution and is a public nuisance. Graffiti must be abated as quickly as possible to avoid detrimental impacts on the City and its residents, and to prevent the further spread of graffiti.

Licensee agrees to remove all graffiti from any real property owned or leased by Licensee in the City within forty-eight (48) hours of the earlier of Licensee's: (a) discovery or notification of the graffiti or (b) receipt of notification of the graffiti from the Department of Public Works. This section is not intended to require Licensee to breach any lease or other agreement that it may have concerning its use of the real property. The term "graffiti" means any inscription, word, figure, marking or design that is affixed, marked, etched, scratched, drawn or painted on any building, structure, fixture or other improvement, whether permanent or temporary, including signs, banners, billboards and fencing surrounding construction sites, whether public or private, without the consent of the owner of the property or the owner's authorized agent, and that is visible from the public right-of-way, but does not include: (1) any sign or banner that is authorized by, and in compliance with, the applicable requirements of the Public Works Code, the Planning Code, or the Building Code; or (2) any mural or other painting or marking on the property that is protected as a work of fine art under the California Art Preservation Act (Calif. Civil Code §§ 987 et seq.) or as a work of visual art under the Federal Visual Artists Rights Act of 1990 (17 U.S.C. §§ 101 et seq.).

22.9. Pesticide Prohibition. Licensee shall comply with the provisions of Section 308 of Chapter 3 of the Environment Code (the "Pesticide Ordinance") which (a) prohibit the use of certain pesticides on City property, (b) require the posting of certain notices and the maintenance of certain records regarding pesticide usage and (c) require Licensee to submit to Port an

integrated pest management (IPM) plan that (i) lists, to the extent reasonably possible, the types and estimated quantities of pesticides that Licensee may need to apply to the License Area during the Term, (ii) describes the steps Licensee will take to meet the City's IPM Policy described in Section 300 of the Pesticide Ordinance and (iii) identifies, by name, title, address and telephone number, an individual to act as the Licensee's primary IPM contact person with the City. In addition, Licensee shall comply with the requirements of Sections 303(a) and 303(b) of the Pesticide Ordinance.

Through Port, Licensee may seek a determination from the City's Commission on the Environment that Licensee is exempt from complying with certain portions of the Pesticide Ordinance with respect to this License, as provided in Section 307 of the Pesticide Ordinance. Port shall reasonably cooperate with Licensee, at Licensee's sole cost and expense, if Licensee seeks in good faith an exemption under the Pesticide Ordinance.

22.10. *MacBride Principles Northern Ireland.* Port and the City urge companies doing business in Northern Ireland to move towards resolving employment inequities, and encourages such companies to abide by the MacBride Principles. Port and the City urge San Francisco companies to do business with corporations that abide by the MacBride Principles.

22.11. *Tropical Hardwood and Virgin Redwood Ban.* Port and the City urge Licensee not to import, purchase, obtain or use for any purpose, any tropical hardwood, tropical hardwood wood product, virgin redwood or virgin redwood product. Except as expressly permitted by the application of Sections 802(b) and 803(b) of the Environment Code, Licensee shall not provide any items to the construction of Alterations, or otherwise in the performance of this License which are tropical hardwoods, tropical hardwood wood products, virgin redwood, or virgin redwood wood products. In the event Licensee fails to comply in good faith with any of the provisions of Chapter 8 of the Environment Code, Licensee shall be liable for liquidated damages for each violation in any amount equal to the contractor's net profit on the contract, or five percent (5%) of the total amount of the contract dollars, whichever is greater.

22.12. *Preservative-Treated Wood Containing Arsenic.* Licensee may not purchase preservative-treated wood products containing arsenic in the performance of this License unless an exemption from the requirements of Environment Code Chapter 13 is obtained from the Department of Environment under Section 1304 of the Environment Code. The term "**preservative-treated wood containing arsenic**" shall mean wood treated with a preservative that contains arsenic, elemental arsenic, or an arsenic copper combination, including, but not limited to, chromated copper arsenate preservative, ammoniac copper zinc arsenate preservative, or ammoniacal copper arsenate preservative. Licensee may purchase preservative-treated wood products on the list of environmentally preferable alternatives prepared and adopted by the Department of Environment. This provision does not preclude Licensee from purchasing preservative-treated wood containing arsenic for saltwater immersion. The term "**saltwater immersion**" shall mean a pressure-treated wood that is used for construction purposes or facilities that are partially or totally immersed in saltwater.

22.13. *Notification of Limitations on Contributions.* Through its execution of this License, Licensee acknowledges that it is familiar with Section 1.126 of the Campaign and Governmental Conduct Code (the "**Conduct Code**") which prohibits any person who contracts with the City for the selling or leasing any land or building to or from the City whenever such transaction would require the approval by a City elective officer or the board on which that City elective officer serves, from making a contribution to such an officer, or candidate for such an office, or committee controlled by such officer or candidate at any time from the commencement of negotiations for such contract until the termination of negotiations for such contract or six (6) months has elapsed from the date the contract is approved by the City elective officer, or the board on which that City elective officer serves.

San Francisco Ethics Commission Regulation 1.126-1 provides that negotiations are commenced when a prospective contractor first communicates with a City officer or employee

about the possibility of obtaining a specific contract. This communication may occur in person, by telephone or in writing, and may be initiated by the prospective contractor or a City officer or employee. Negotiations are completed when a contract is finalized and signed by the City and the contractor. Negotiations are terminated when the City and/or the prospective contractor end the negotiation process before a final decision is made to award the contract.

22.14. *Sunshine Ordinance.* In accordance with Section 67.24(e) of the Administrative Code, contracts, contractors' bids, leases, agreements, responses to Requests for Proposals, and all other records of communications between Port and persons or firms seeking contracts will be open to inspection immediately after a contract has been awarded. Nothing in this provision requires the disclosure of a private person's or organization's net worth or other proprietary financial data submitted for qualification for a contract, lease, agreement or other benefit until and unless that person or organization is awarded the contract, lease, agreement or benefit. Information provided which is covered by this Section will be made available to the public upon request.

22.15. *Conflicts of Interest.* Through its execution of this License, Licensee acknowledges that it is familiar with the provisions of Section 15.103 of the San Francisco Charter, Article III, Chapter 2 of Campaign and Governmental Conduct Code, and Sections 87100 et seq. and Sections 1090 et seq. of the California Government Code, and certifies that it does not know of any facts which would constitute a violation of these provisions, and agrees that if Licensee becomes aware of any such fact during the Term, Licensee shall immediately notify the Port.

22.16. *Drug-Free Workplace.* Licensee acknowledges that pursuant to the Federal Drug-Free Workplace Act of 1988 (41 U.S.C §§ 701 et seq.), the unlawful manufacture, distribution, possession or use of a controlled substance is prohibited on City or Port premises.

22.17. *Wages and Working Conditions.* Licensee agrees that any person performing labor in the construction of any Alterations or Improvements to the License Area, which Licensee provides under this License, shall be paid not less than the highest prevailing rate of wages as required by Section 6.22(E) of the Administrative Code, shall be subject to the same hours and working conditions, and shall receive the same benefits as in each case are provided for similar work performed in San Francisco, California. Licensee shall include in any contract for construction of such Alterations or Improvements a requirement that all persons performing labor under such contract shall be paid not less than the highest prevailing rate of wages for the labor so performed. Licensee shall require any contractor to provide, and shall deliver to City upon request, certified payroll reports with respect to all persons performing labor in the construction of such Alterations or Improvements to the License Area.

22.18. *Public Transit Information.* Licensee shall establish and carry on during the Term a program to encourage maximum use of public transportation by personnel of Licensee employed on the License Area, including, without limitation, the distribution to such employees of written materials explaining the convenience and availability of public transportation facilities adjacent or proximate to the Facility and encouraging use of such facilities, all at Licensee's sole expense.

22.19. *Food Service Waste Reduction Ordinance.* Licensee agrees to comply fully with and be bound by all of the provisions of the Food Service Waste Reduction Ordinance, as set forth in Environment Code Chapter 16, including the remedies provided, and implementing guidelines and rules. By entering into this License, Licensee agrees that if it breaches this provision, City will suffer actual damages that will be impractical or extremely difficult to determine; further, Licensee agrees that the sum of one hundred dollars (\$100.00) liquidated damages for the first breach, two hundred dollars (\$200.00) liquidated damages for the second breach in the same year, and five hundred dollars (\$500.00) liquidated damages for subsequent breaches in the same year is a reasonable estimate of the damage that City will incur based on the violation, established in light of the circumstances existing at the time this License was made.

Such amounts shall not be considered a penalty, but rather agreed monetary damages sustained by City because of Licensee's failure to comply with this provision.

23. WAIVER OF RELOCATION.

Licensee hereby waives any and all rights, benefits or privileges of the California Relocation Assistance Law, California Government Code §§ 7260 et seq., or under any similar law, statute or ordinance now or hereafter in effect, to the extent allowed under applicable Law.

24. SIGNS AND ADVERTISING.

Licensee shall not have the right to place, construct or maintain any advertisement, notice, business signage, awning or other exterior decoration on the Landing Sites or approaches thereto License Area without Port's prior written consent. Any sign that Licensee is permitted to place, construct or maintain on the License Area shall comply with all Laws relating thereto, including but not limited to Port's Sign Guidelines and building permit requirements, and Licensee shall obtain all Regulatory Approvals required by such Laws. Licensee, at its sole cost and expense, shall remove all signs placed by it on the License Area at the expiration or earlier termination of this License.

25. ENCROACHMENT.

(a) If Licensee or its Agents or Invitees uses or occupies space outside the License Area without the prior written consent of Port (the "**Encroachment Area**"), then upon written notice from Port ("**Notice to Vacate**"), Licensee shall immediately vacate such Encroachment Area and pay as an additional charge for each day Licensee used, occupied, uses or occupies such Encroachment Area, an amount equal to Fifty Dollars (\$50.00)(the "**Encroachment Area Charge**"). In no event shall acceptance by Port of the Encroachment Area Charge be deemed a consent by Port to the use or occupancy of the Encroachment Area by Licensee or its Agents or Invitees, or a waiver (or be deemed as waiver) by Port of any and all other rights and remedies of Port under this License (including Licensee's obligation to Indemnify Port as set forth in the last paragraph of this Section), at law or in equity.

(b) In addition, Licensee shall pay to Port an additional charge in the amount of Three Hundred Dollars (\$300) upon delivery of the initial Notice to Vacate. The parties agree that the \$300 fee represents a fair and reasonable estimate of the administrative cost and expense which Port will incur by reason of Port's issuance of a Notice to Vacate. Licensee's failure to comply with the applicable Notice to Vacate and Port's right to impose the foregoing charges shall be in addition to and not in lieu of any and all other rights and remedies of Port under this License, at law or in equity.

(c) In addition to Port's rights and remedies under this Section, the terms and conditions of Section 15 above (Indemnity and Exculpation) shall also apply to Licensee's and its Agents' and Invitees' use and occupancy of the Encroachment Area as if the License Area originally included the Encroachment Area, and Licensee shall additionally Indemnify Port from and against any and all loss or liability resulting from delay by Licensee in so surrendering the Encroachment Area including, without limitation, any loss or liability resulting from any Claims against Port made by any licensee, tenant or prospective licensee or tenant founded on or resulting from such delay and losses to Port due to lost opportunities to license or lease any portion of the Encroachment Area to any such licensee, tenant or prospective licensee or tenant, together with, in each case, actual attorneys' fees and costs.

(d) All amounts set forth in this Section shall be due within three (3) business days following the applicable Notice to Vacate. By placing their initials below, each party specifically confirms the accuracy of the statements made in this Section and the reasonableness of the amount of the charges described in this Section.

Initials: _____

26. MISCELLANEOUS PROVISIONS.

26.1. California Law. This License is governed by, and shall be construed and interpreted in accordance with, the Laws of the State of California and City's Charter. Port and Licensee hereby irrevocably consent to the jurisdiction of and proper venue in the Superior Court for the City and County of San Francisco.

26.2. Entire Agreement. This License contains all of the representations and the entire agreement between the parties with respect to the subject matter of this License. Any prior correspondence, memoranda, agreements, warranties, or representations, whether written or oral, relating to such subject matter are superseded in total by this License. No prior drafts of this License or changes from those drafts to the executed version of this License shall be introduced as evidence in any litigation or other dispute resolution proceeding by any party or other person, and no court or other body should consider those drafts in interpreting this License.

26.3. Amendments. No amendment of this License or any part thereof shall be valid unless it is in writing and signed by all of the parties hereto.

26.4. Severability. If any provision of this License or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this License, or the application of such provision to persons, entities or circumstances other than those as to which is invalid or unenforceable, shall not be affected thereby, and each other provision of this License shall be valid and be enforceable to the fullest extent permitted by law.

26.5. Interpretation of License.

(a) References in this License to Licensee's acts or omissions will mean acts or omissions by Licensee and its Agents and Invitees unless the context requires or specifically stated otherwise.

(b) Whenever an exhibit or schedule is referenced, it means an attachment to this License unless otherwise specifically identified. All exhibits and schedules are incorporated in this License by reference.

(c) Whenever a section, article or paragraph is referenced, it refers to this License unless otherwise specifically provided. The captions preceding the articles and sections of this License and in the table of contents have been inserted for convenience of reference only and must be disregarded in the construction and interpretation of this License. Wherever reference is made to any provision, term, or matter "in this License," "herein" or "hereof" or words of similar import, the reference will be deemed to refer to any reasonably related provisions of this License in the context of the reference, unless the reference refers solely to a specific numbered or lettered article, section, subdivision, or paragraph of this License.

(d) References to all Laws, including specific statutes, relating to the rights and obligations of either party mean the Laws in effect on the effective date of this License and as they are amended, replaced, supplemented, clarified, corrected, or superseded at any time during the Term or while any obligations under this License are outstanding, whether or not foreseen or contemplated by the parties. References to specific code sections mean San Francisco ordinances unless otherwise specified.

(e) The terms "include," "included," "including" and "such as" or words of similar import when following any general term, statement, or matter may not be construed to limit the term, statement, or matter to the specific items or matters, whether or not language of non-limitation is used, but will be deemed to refer to all other items or matters that could reasonably fall within the broadest possible scope of the term, statement, or matter, and will be deemed to be followed by the phrase "without limitation" or "but not limited to."

(f) This License has been negotiated at arm's length between persons sophisticated and knowledgeable in the matters addressed. In addition, each party has been represented by experienced and knowledgeable legal counsel, or has had the opportunity to consult with counsel. Accordingly, the provisions of this License must be construed as a whole according to their common meaning in order to achieve the intents and purposes of the parties, without any presumption (including a presumption under California Civil Code § 1654) against the party responsible for drafting any part of this License.

(g) The party on which any obligation is imposed in this License will be solely responsible for paying all costs and costs incurred in performing the obligation, unless the provision imposing the obligation specifically provides otherwise.

(h) Whenever required by the context, the singular includes the plural and vice versa, the masculine gender includes the feminine or neuter genders and vice versa, and defined terms encompass all correlating forms of the terms (e.g., the definition of "waive" applies to "waiver," "waivers," "waived," "waiving," etc.).

(i) References to days mean calendar days unless otherwise specified, provided that if the last day on which a party must give notice, respond to a notice, or take any other action under this License occurs on a day that is not a business day, the date by which the act must be performed will be extended to the next business day.

26.6. Successors. The terms, covenants, agreements and conditions set forth in this License shall bind and inure to the benefit of Port and Licensee and, except as otherwise provided herein, their personal representatives and successors and assigns.

26.7. Counterparts. For convenience, the signatures of the parties to this License may be executed and acknowledged on separate pages which, when attached to this License, shall constitute as one complete License. This License may be executed in any number of counterparts each of which shall be deemed to be an original and all of which shall constitute one and the same License.

26.8. Authority. If Licensee signs as a corporation or a partnership, each of the persons executing this License on behalf of Licensee does hereby covenant and warrant that Licensee is a duly authorized and existing entity, that Licensee has and is qualified to do business in California, that Licensee has full right and authority to enter into this License, and that each and all of the persons signing on behalf of Licensee are authorized to do so. Upon Port's request, Licensee shall provide Port with evidence reasonably satisfactory to Port confirming the foregoing representations and warranties.

26.9. No Implied Waiver. No failure by Port to insist upon the strict performance of any obligation of Licensee under this License or to exercise any right, power or remedy arising out of a breach thereof, irrespective of the length of time for which such failure continues, and no acceptance of full or partial Fees during the continuance of any such breach shall constitute a waiver of such breach or of Port's rights to demand strict compliance with such term, covenant or condition. Port's consent to or approval of any act by Licensee requiring Port's consent or approval shall not be deemed to waive or render unnecessary Port's consent to or approval of any subsequent act by Licensee. Any waiver by Port of any default must be in writing and shall not be a waiver of any other default (including any future default) concerning the same or any other provision of this License.

26.10. Attorneys' Fees. In the event of any action or proceeding in law or equity between Port and Licensee to enforce any provision of this License or to protect or establish any right or remedy of either party to this License, the prevailing party shall be entitled to recover from the losing party reasonable attorneys' fees and costs of suit and, if such prevailing party shall recover judgment in any such action or proceeding, such costs, expenses and attorneys' fees shall be included in and as a part of such judgment. For purposes of this License, reasonable fees of attorneys of City's Office of City Attorney shall be based on the fees regularly charged by

private attorneys with the equivalent number of years of professional experience who practice in San Francisco in law firms with approximately the same number of attorneys as employed by the Office of City Attorney.

26.11. *Time is of Essence.* Time is of the essence with respect to all provisions of this License in which a definite time for performance is specified.

26.12. *Cumulative Remedies.* All rights and remedies of either party hereto set forth in this License shall be cumulative, except as may otherwise be provided herein.

26.13. *Survival of Indemnities.* Termination or expiration of this License shall not affect the right of either party to enforce any and all indemnities and representations and warranties given or made to the other party under this License, the ability to collect any sums due, nor shall it affect any provision of this License that expressly states it shall survive termination or expiration hereof. The following provisions survive the expiration or earlier termination of this License or of the right of any specific vessel(s) to use the License Area under the License: 10.3, 15, 16, 19, and 20.

26.14. *Relationship of the Parties.* Port is not, and none of the provisions in this License shall be deemed to render Port, a partner in Licensee's business, or joint venturer or member in any joint enterprise with Licensee. Neither party shall act as the agent of the other party in any respect hereunder. This License is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

26.15. *No Recording.* Licensee shall not record this License or any memorandum hereof in the Official Records of the City and County of San Francisco.

26.16. *Additional Written Agreement Required.* Licensee expressly agrees and acknowledges that no officer, director, or employee of Port or City is authorized to offer or promise, nor is Port or the City required to honor, any offered or promised credit, concession, abatement, or any other form of monetary consideration (individually and collectively, "Concession") without a written agreement executed by either the Executive Director of Port or the Deputy Director of Real Estate authorizing such Concession and, if applicable, certification of the Concession from the City's Controller.

27. DEFINITIONS

For purposes of this License, the following terms have the meanings ascribed to them in this Section or elsewhere in this License as indicated:

"Affiliate" means: (i) a Person that Controls or is Controlled by Licensee, or is Controlled by the same Person that Controls Licensee; or (ii) if Licensee is a natural Person, any designated successor by trust, will, or court order following Licensee's death or incapacity.

"Agents" or "agents" when used with reference to either party to this License or any other person, means the officers, directors, employees, agents, and contractors of the party or other person, and their respective heirs, legal representatives, successors, and assigns. The term "Agent" includes an operator of a vessel operating pursuant to this License.

"Basic License Information" refers to the summary of basic license information attached to this License.

"City" is defined in Section 1.

"Claims" is defined in Section 15.1.

"Commencement Date" means the date specified in the Basic License Information.

"Commuter Ferry" means a ferry operation for the public convenience and necessity in point to point sailings on specific Service Routes during specified times ("Commuter Landing Slot(s) Schedule").

"Commuter Landing Slot Schedule" means the Landing Slot Schedule attached hereto and made a part hereof as *Schedules 1 and 2*. The Commuter Landing Slot Schedule changes seasonally and from time to time. Each current schedule shall be incorporated into this License as *Schedules 1 and 2* without further action by the parties.

"Control" means a Person that: (a) owns or has the right to acquire 50 percent or more (25 percent or more if publicly traded) of each class of equity interests in the second Person or 50 percent or more (25 percent or more if publicly traded) of each class of interests that have the right to nominate, vote for, or otherwise select the members of the governing body that directs or causes the direction of substantially all of the management and policies of the second Person; or (b) otherwise has the right to direct or cause the direction of substantially all of the management and policies of the second Person.

"Cure Period" means the period of time described in the Basic License Information.

"Environmental Laws" means any Laws relating to Hazardous Material (including its Handling, Release, or Remediation) or to human health and safety, industrial hygiene, or environmental conditions in the environment, including structures, soil, air, bay water, and groundwater, and any environmental mitigation measure adopted under Environmental Law affecting any portion of the Facility.

"Environmental Regulatory Action" when used with respect to Hazardous Materials means any inquiry, Investigation, enforcement, Remediation, agreement, order, consent decree, compromise, or other action that is threatened, instituted, filed, or completed by an Environmental Regulatory Agency in relation to a Release of Hazardous Materials, including both administrative and judicial proceedings.

"Environmental Regulatory Agency" means the United States Environmental Protection Agency, OSHA, any California Environmental Protection Agency board, department, or office, including the Department of Toxic Substances Control and the San Francisco Bay Regional Water Quality Control Board, Cal OSHA, the Bay Area Air Quality Management District, the San Francisco Department of Public Health, the San Francisco Fire Department, Port, or any other Regulatory Agency now or later authorized to regulate Hazardous Materials.

"Environmental Regulatory Approval" means any approval, license, registration, permit, or other authorization required or issued by any Environmental Regulatory Agency, including any hazardous waste generator identification numbers relating to operations on the License Area and any closure permit.

"Excursion Ferry" means a ferry operation for non-commuter service.

"Exacerbate" or "Exacerbating" when used with respect to Hazardous Materials means any act or omission that increases the quantity or concentration of Hazardous Materials in the affected area, causes the increased migration of a plume of Hazardous Materials in soil, groundwater, or bay water, causes a Release of Hazardous Materials that had been contained until the act or omission, or otherwise requires Investigation or Remediation that would not have been required but for the act or omission. "Exacerbation" has a correlating meaning.

"Expiration Date" means the date specified in the Basic License Information.

"Gross Revenues" means, subject only to the exceptions stated below, all sales, payments, revenues, income, fees, rentals, receipts, proceeds and amounts of any kind whatsoever, whether for cash, credit or barter, received or receivable from business conducting at a Landing Site or on vessels calling at the Landing Site by Licensee, its Agents, concessionaires or by any other person, firm or corporation including without limitation, all returns and refunds, employee meals,

discounted and complimentary meals, beverages and services or similar benefits and/or goodwill, the total value, based on price, for the tickets, cover charges, merchandise and any other items and the operation of any event, including any special or fundraising event, and catering or food delivery business conducted by, from or at the Landing Site or approaches thereto (irrespective of where the orders therefor originated or are accepted and irrespective of where the food or beverages are consumed). Except as specified below, Gross Revenues shall be determined without reserve or deduction for failure or inability to collect (including, without limitation, spillage and waste) and without deduction or allowance for cost of goods sold or other costs, charges or expenses of purchasing or selling incurred by Licensee. No value added tax, no franchise or capital stock tax and no income, gross receipts or similar tax based upon income, profits or gross receipts as such shall be deducted from Gross Revenues. The following shall be excluded from Gross Revenues, provided that, Licensee provides to Port separate records to support such deductions or exclusions, as the case may be, and separate notations are made for same on Licensee's Monthly Percentage Fee Statements:

(i) The amount of any refund made or credit allowed due to a bona fide complaint from a customer concerning the quality of food, beverages, merchandise or service by Licensee;

(ii) Sales by redemption of gift certificates or like vouchers, but only to the extent previously reported as part of Gross Revenues;

(iii) Sums collected for any sales or excise tax imposed directly upon Licensee by any duly constituted governmental authority, but only if stated separately from the selling price of the goods or merchandise, or services, and collected from customers and such amounts are in fact paid to the appropriate governmental entities for which they are collected;

(iv) All food and beverage sales to current employees of Licensee, not to exceed, however, one percent (1%) of Gross Revenues in any single month, and provided further that said sales are at a discount;

(v) Tips paid to Licensee's employees by its customers, so long as such tips go directly to Licensee's employees (and not Licensee or Licensee's management); and

(vi) Intra and inter-company transfers of inventory and supplies between and among Licensee and Licensee's Affiliates.

"Handle" or "Handling" means to use, generate, process, manufacture, produce, package, treat, transport, store, emit, discharge, or dispose of a Hazardous Material.

"Hazardous Material" means any substance, waste, or material that is now or in the future designated by any Regulatory Agency to be capable of posing a present or potential risk of injury to human health or safety, the environment, or property. This definition includes anything designated or defined in any Environmental Law as hazardous, hazardous substance, hazardous waste, toxic, pollutant, or contaminant, including without limitation any naturally-occurring substances such as petroleum, including crude oil or any fraction, and natural gas or natural gas liquids.

"Hazardous Material Claim" means any Environmental Regulatory Action or any Claim made or threatened by any third party against the Indemnified Parties, or the License Area, relating to damage, contribution, cost recovery compensation, loss or injury resulting from the presence or Release of any Hazardous Materials, including, without limitation, Losses based in common law. Hazardous Materials Claims include, without limitation, Investigation and Remediation costs, fines, natural resource damages, damages for decrease in value of the License Area or any other Port property, the loss or restriction of the use or any amenity of the License Area or any other Port property, and attorneys' fees and consultants' fees and experts' fees and costs.

"Hazardous Material Condition" means the presence, Release, or threatened Release of Hazardous Materials in, on, or about the License Area, any other Port property, or the environment, or from any vessels Licensee, or its Agents and Invitees uses during Licensee's activities under this License or occupancy of the License Area.

"Indemnified Parties" is defined in Section 15.1.

"Indemnify" means to indemnify, protect, defend, and hold harmless forever.

"Indemnification" and **"Indemnity"** have correlating meanings.

"Interest Rate" means interest accruing against the principal sum at the rate of ten percent (10%) per year.

"Investigate" or **"Investigation"** when used with reference to Hazardous Materials means any activity undertaken to determine and characterize the nature and extent of Hazardous Materials that have been, are being, or are threatened to be Released in, on, under or about the License Area, any other Port property, or the environment, and includes, without limitation, preparation of site history reports, performing equipment and facility testing such as testing the integrity of secondary containment and above and underground tanks, and sampling and analysis of environmental conditions before, during, and after Remediation begins and continuing until the appropriate Environmental Regulatory Agency has issued a no further action letter, lifted a clean-up order, or taken similar action.

"Invitees" means Licensee's clients, customers, invitees, patrons, guests, members, licensees, permittees, concessionaires, assignees, Sublicensees, and any other person whose rights arise through them.

"Landing" means a single ten (10) minute time interval for temporary berthing of a vessel at a Landing Site for purposes of passenger embarkation and/or debarkation.

"Landing Site" means the Downtown Ferry Terminal (Gate B and Gate E) and China Basin Ferry Terminal (East Berth and West Berth).

"Late Charge" means the higher of One Hundred Dollars (\$100) or a fee equivalent to fifteen percent (15%) of Fees that are due and unpaid.

"Law" means any present or future law, statute, ordinance, code, resolution, rule, regulation, judicial decision, requirement, proclamation, order, decree, policy (including the Waterfront Land Use Plan), and Regulatory Approval of any Regulatory Agency with jurisdiction over any portion of the License Area and any and all recorded and legally valid covenants, conditions, and restrictions affecting any portion of the License Area, whether in effect when this License is executed or at any later time and whether or not within the present contemplation of the parties, "Laws" includes, without limitation, the Maritime Transportation Security Act of 2002.

"License" is defined in Section 1.

"License Area" means the area described in the Basic License Information.

"License Fee" means the monthly usage charge for the License Area described in the Basic License Information.

"Licensee" means Licensee and its Agents.

"Notice to Cease Prohibited Use" is defined in Section 8.

"Permitted Activity" is means the activity described in the Basic License Information.

"Person" means any natural person, corporation, limited liability entity, partnership, joint venture, or governmental or other political subdivision or agency.

"Port" is defined in Section 1.

"Port's Termination Right" is defined in Section 4.

"prevailing party" is defined in Section 20.1.

"Prohibited Use" is defined in Section 8.

"Regulatory Agency" means the municipal, county, regional, state, or federal government and their bureaus, agencies, departments, divisions, courts, commissions, boards, officers, or other officials, including the Bay Conservation and Development Commission, any Environmental Regulatory Agency, the City and County of San Francisco (in its regulatory capacity), Port (in its regulatory capacity), Port's Chief Harbor Engineer, the Dredged Material Management Office, the State Lands Commission, the Army Corps of Engineers, the United States Department of Labor, the United States Department of Transportation, or any other governmental agency now or later having jurisdiction over Port property.

"Regulatory Approval" means any authorization, approval, license, registration, or permit required or issued by any Regulatory Agency.

"Release" when used with respect to Hazardous Materials means any actual or imminent spilling, introduction, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing in, on, under or about the License Area, any other Port property, or the environment.

"Remediate" or "Remediation" when used with respect to Hazardous Materials means to clean up, abate, contain, treat, stabilize, monitor, remediate, remedy, remove, or otherwise control Hazardous Materials, or to restore the affected area to the standard required by the applicable Environmental Regulatory Agency in accordance with applicable Environmental Laws and any additional Port requirements. "Remediation" also includes the creation of a remedial work plan to be approved by the appropriate Environmental Regulatory Agency when required.

"Service Routes" means a continuous trip between two or more points, one of which is Landing Site, as such routes are approved by the California Public Utilities Commission or other authorized entity from time to time. For purposes of this License, the Service Routes are: Oakland/Alameda to San Francisco; Alameda/Harbor Bay to San Francisco; City of Vallejo to San Francisco; and Tiburon to San Francisco.

"Tariff" means Tariff No. 5, Rules, Regulations, Rates and Charges Issued by the Port Commission, as amended from time to time.

"Term" is defined in Section 4.

"US Coast Guard Certificate" means a valid Certificate of Inspection from the US Coast Guard.

"Waiving Party" is defined in Section 12.6.

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IN WITNESS WHEREOF, Port and Licensee have executed this License as of the last date set forth below

Licensee: City of Alameda, a municipal corporation

By: _____
Name: _____
Title: _____
Date signed: _____

By: _____
Name: _____
Title: _____
Date signed: _____

Port: **CITY AND COUNTY OF SAN FRANCISCO**, a municipal corporation, operating by and through the **SAN FRANCISCO PORT COMMISSION**

By: _____
Peter A. Dailey,
Deputy Director, Maritime
Date signed: _____

Approved as to Form: DENNIS J. HERRERA, City Attorney

By: _____
Deputy City Attorney

License Prepared by Denise Turner, Marketing Research Specialist _____
(initial)

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EXHIBIT A

LICENSE AREA

(To be attached.)

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EXHIBIT B

LIST OF VESSELS AND COAST GUARD CERTIFICATES OF INSPECTION

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EXHIBIT C

APPLICATION FOR BERTH ASSIGNMENT-EXCURSION LANDING

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EXHIBIT D
ANNUAL COMMUTER SCHEDULE STATEMENT FORM

[PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT E

MONTHLY EXCURSION LANDING AND PERCENTAGE FEE STATEMENT FORM

[PAGE INTENTIONALLY LEFT BLANK]

EXHIBIT F

ANNUAL PERCENTAGE FEE STATEMENT FORM

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EXHIBIT G

MONTHLY GIANTS AND CAL GAMES LANDING STATEMENT FORM

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SCHEDULE 1

COMMUTER LANDING SLOT SCHEDULE - WEEKDAY

(To be attached.)

SCHEDULE 2
COMMUTER LANDING SLOT SCHEDULE - WEEKEND
(To be attached.)

SCHEDULE 3

DOWNTOWN FERRY TERMINAL FEE SCHEDULE

(To be attached.)

SCHEDULE 4

Environmental Reports and Documents Regarding Hazardous Materials

March 11, 2010

Pier 46 / China Basin

Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol 3, Geomatrix Consultants, October 1996.

Removal of Underground Tanks Pier 46, Harding Lawson Associates, September 21, 1987.

Results of Chemical, Physical and Bioassay Testing of Sediments for Maintenance Dredging at Fisherman's Wharf, Advanced Biological Testing, 1/20/00.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 1, Geomatrix Consultants, October 1996.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 2, Geomatrix Consultants, October 1996.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 4, Geomatrix Consultants, October 1996.

Underground Tank Removal and Remediation, Second and Berry Streets, Pier 46B, Baseline Environmental Consulting, January 22, 1996.

SCHEDULE 5
SUBSTRUCTURE REPORT
(To be attached.)

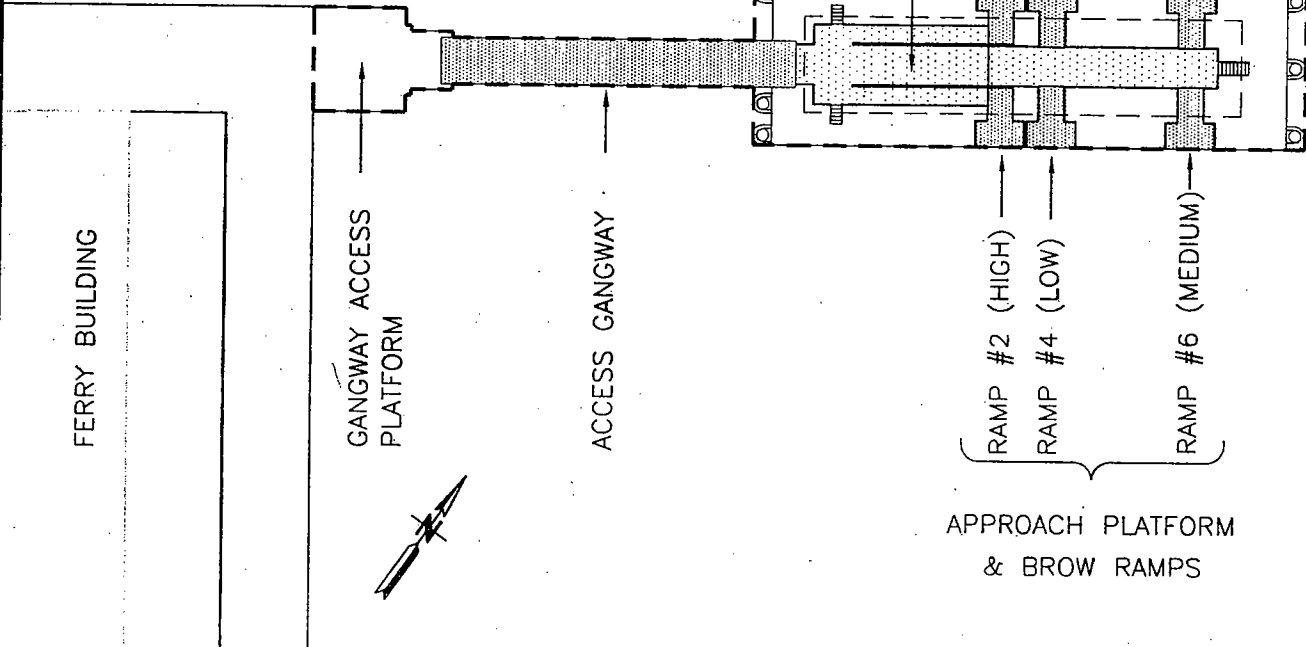
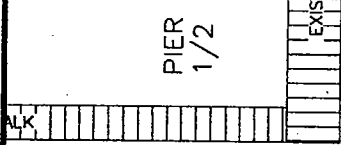
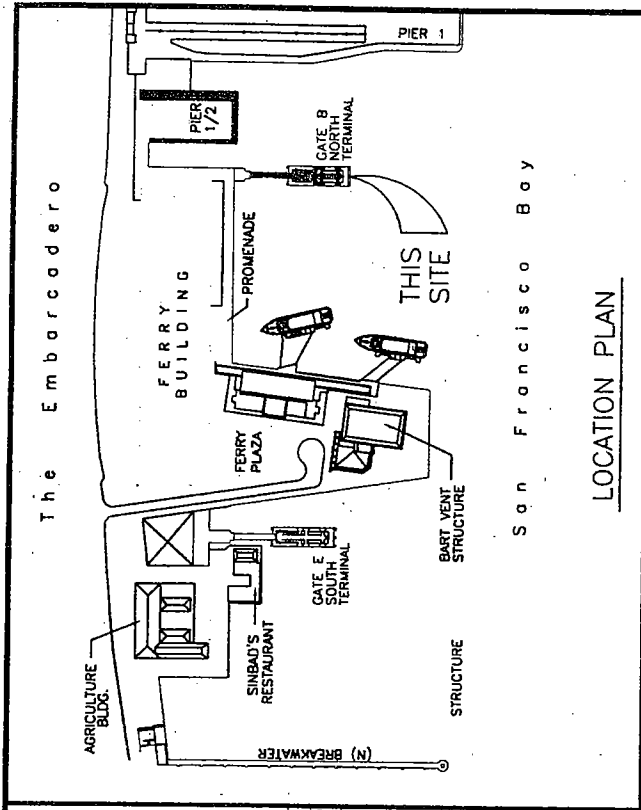


EXHIBIT A(1)

INITIALS: PORT: _____ TENANT: _____ DATE: _____

| | | | |
|---|--|--|---|
| GATE B DOWNTOWN FERRY TERMINALS | | DRAWN BY: ECC CHECKED BY: D. TURNER PLACE CODE NO. | DATE: DEC 5, 2003 SCALE: NONE SHEET NO. 1 |
| SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING | | 1001-BB OF 4 SHEETS | |

REV JAN 16, 2004 - ECC

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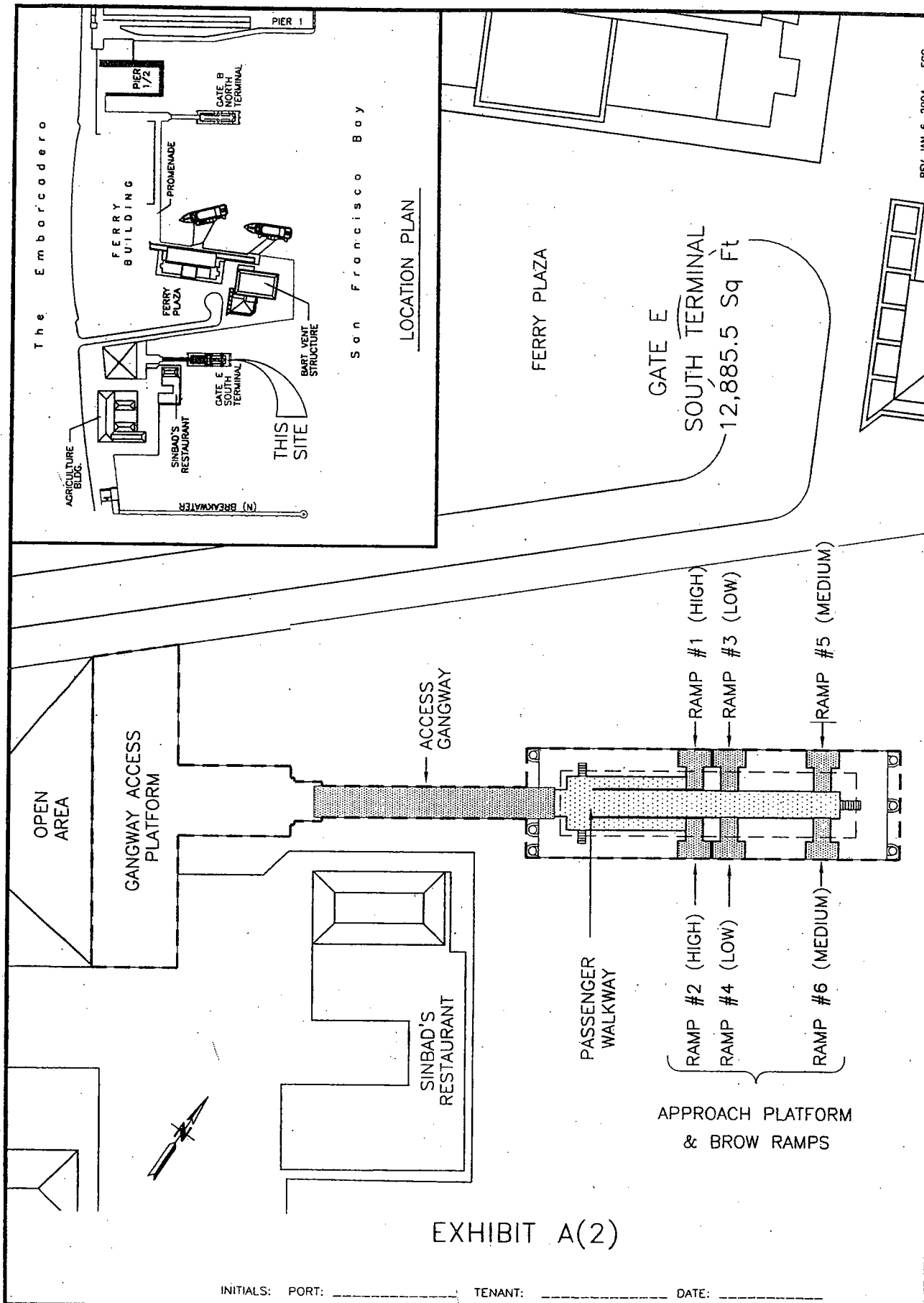


EXHIBIT A(2)

INITIALS: PORT: _____ TENANT: _____ DATE: _____

| | | | | |
|---|--|---------------------------------------|--|--|
| SAN FRANCISCO PORT COMMISSION PORT OF SAN FRANCISCO DEPARTMENT OF ENGINEERING | | GATE E DOWNTOWN FERRY TERMINALS | | REV JAN 6, 2004 - ECC DRAWN BY: ECC CHECKED BY: D. TURNER PLACE CODE NO. 1001-BE SHEET NO. 2 OF 4 SHEETS |
| G:\06 PROPERTY FILES\Lease Maps\EXHIBITS-BLDGS\FerryBldg\FBGateB&E.dwg | | | | |

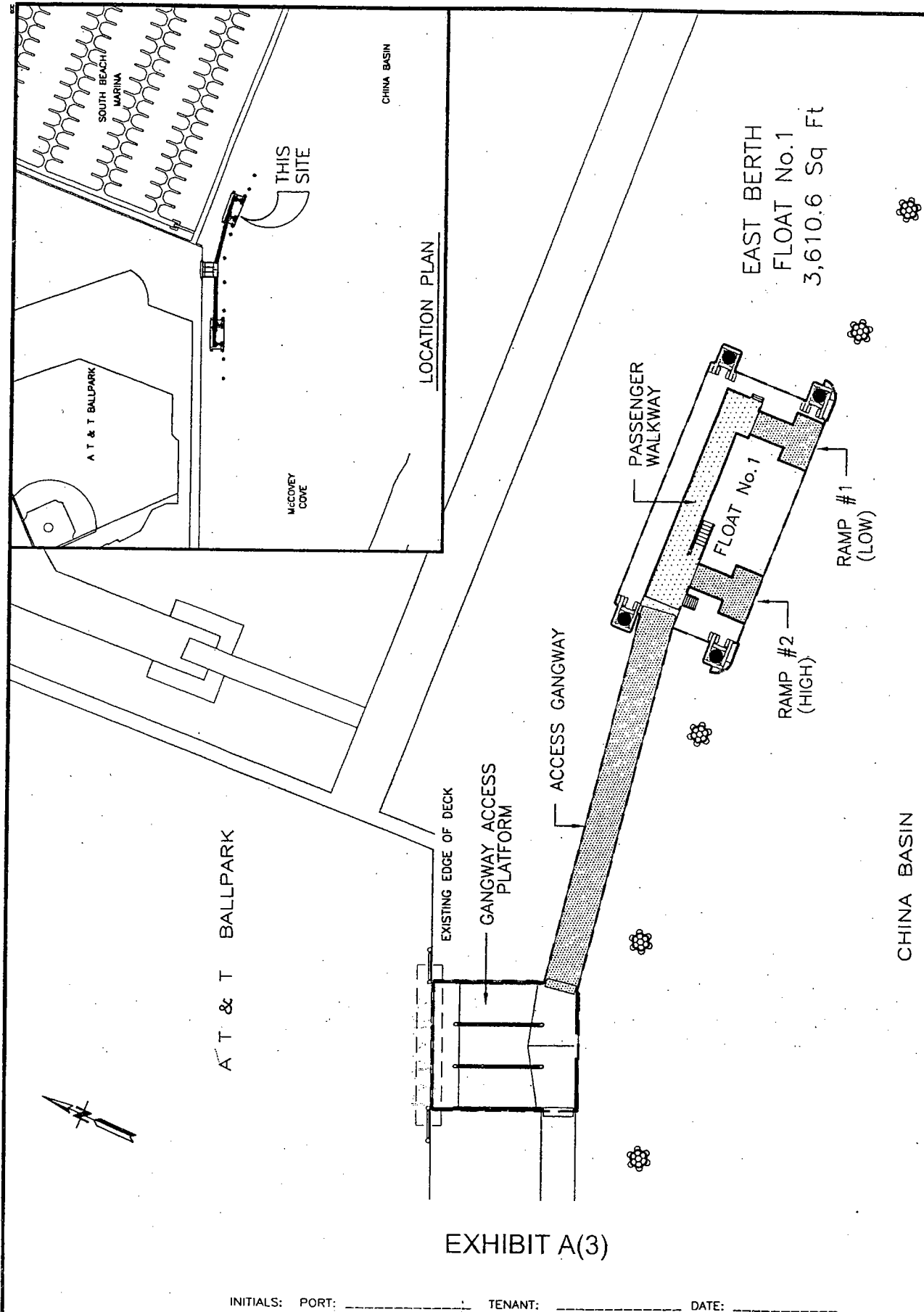


EXHIBIT A(3)

INITIALS: PORT: _____ TENANT: _____ DATE: _____

rev: FEB 12, 2008

DRAWN BY: ECC
 CHECKED BY: D. TURNER
 SCALE: 1" = 30'

PLACE CODE NO. 3360-00

SHEET NO.3
 OF 4 SHEETS

CHINA BASIN FERRY TERMINAL
 EAST BERTH

SAN FRANCISCO PORT COMMISSION
 PORT OF SAN FRANCISCO
 DEPARTMENT OF ENGINEERING



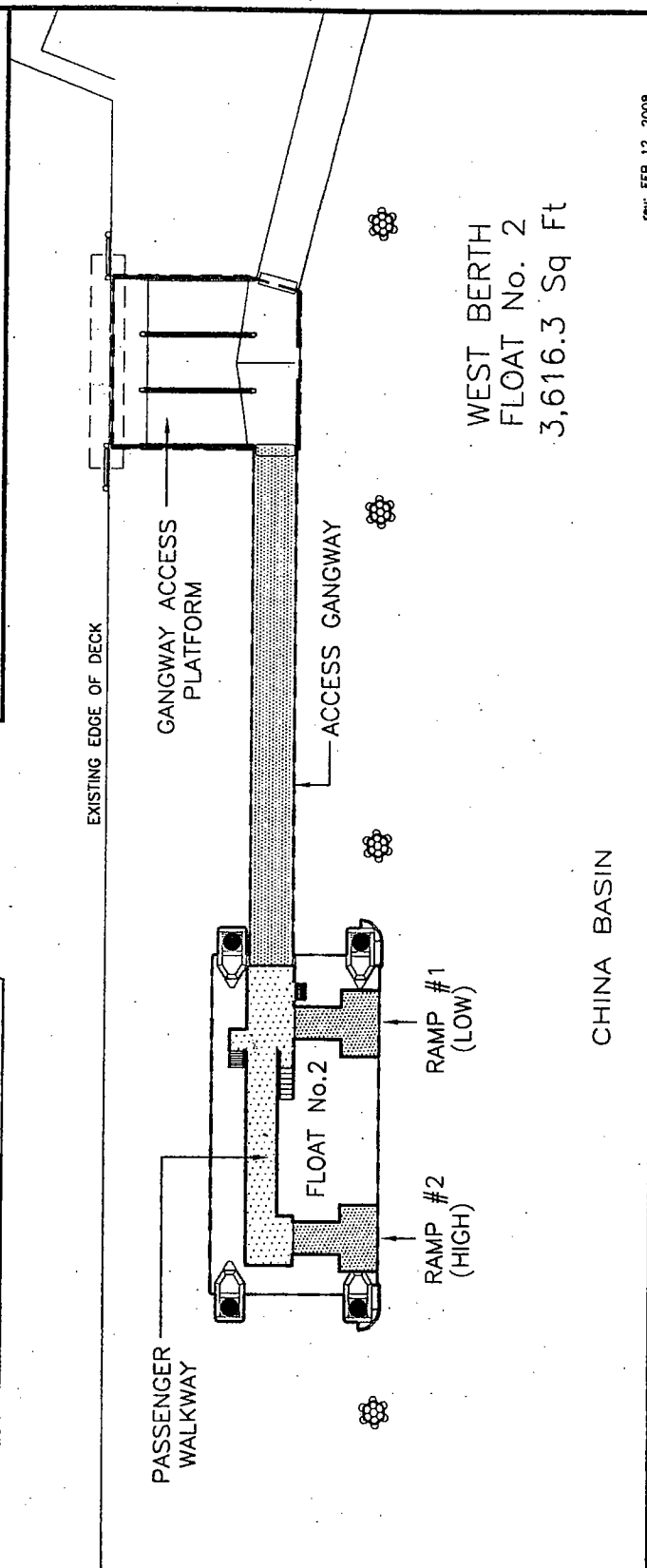
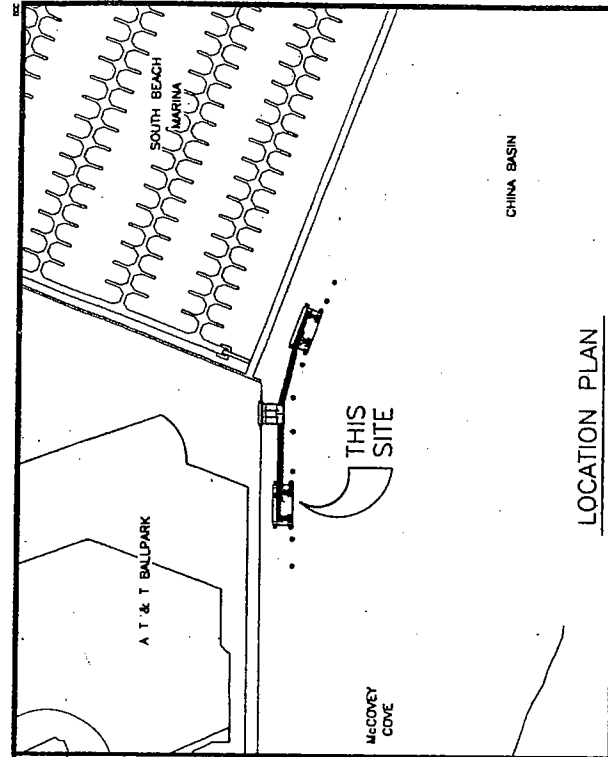


EXHIBIT A(4)

INITIALS: PORT: _____ TENANT: _____ DATE: _____

REV: FEB 12, 2008

DATE: FEB 16, 2005

DRAWN BY: ECC

CHECKED BY: D. TURNER

PLACE CODE NO.

SHEET NO. 4

OF 4 SHEETS

CHINA BASIN FERRY TERMINAL
WEST BERTH

SAN FRANCISCO PORT COMMISSION
PORT OF SAN FRANCISCO
DEPARTMENT OF ENGINEERING



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SAN FRANCISCO PORT COMMISSION
APPLICATION FOR BERTH ASSIGNMENT
EXCURSION LANDING

FAX REQUEST TO: 415-274-0528

NAME OF FIRM GUARANTEEING
PAYMENT HEREUNDER _____

NAME OF VESSEL _____

DATE VESSEL WILL BERTH _____

TIME EMBARKATION _____

TIME DEBARKATION _____

LANDING SITE REQUESTED

DOWNTOWN FERRY TERMINAL, GATE B _____

DOWNTOWN FERRY TERMINAL, GATE E _____

CHINA BASIN FERRY TERMINAL, EAST BERTH _____

CHINA BASIN FERRY TERMINAL, WEST BERTH _____

DATED _____

REQUESTED BY _____ CONTACT NO. _____

FAX NO _____

APPROVED BY _____ DATE _____

LANDINGS AND USE OF THE LANDING SITE MUST COMPLY WITH ALL
TERMS AND CONDITIONS OF LICENSE NO. _____

EXHIBIT C



Annual Commuter Schedule Statement Form

| Year | Number of Landings | Number of Days | Fee | Amount Due |
|------------------|--------------------|----------------|-----|------------|
| January | | | | |
| weekday | | | | |
| weekend | | | | |
| February | | | | |
| weekday | | | | |
| weekend | | | | |
| March | | | | |
| weekday | | | | |
| weekend | | | | |
| April | | | | |
| weekday | | | | |
| weekend | | | | |
| May | | | | |
| weekday | | | | |
| weekend | | | | |
| June | | | | |
| weekday | | | | |
| weekend | | | | |
| July | | | | |
| weekday | | | | |
| weekend | | | | |
| August | | | | |
| weekday | | | | |
| weekend | | | | |
| September | | | | |
| weekday | | | | |
| weekend | | | | |
| October | | | | |
| weekday | | | | |
| weekend | | | | |
| November | | | | |
| weekday | | | | |
| weekend | | | | |
| December | | | | |
| weekday | | | | |
| weekend | | | | |

| | |
|------------------|--|
| Total Amount Due | |
| Amount Paid | |
| Amount Owed | |

Note: This statement is to to Pier 1 within 30 days after the expiration of each **License Year** in accordance with your License with the Port of San Francisco

I am the _____ for Licensee. I certify that this statement is accurate, complete and correct and that I am authorized and competent to make this certification, and this statement complies with all the terms and conditions of License No _____

EXHIBIT D



For Port Use:

Agmt No. _____
Trip No. _____
Facility _____
Rev Type _____

MONTHLY EXCURSION LANDINGS AND PERCENTAGE FEE STATEMENT

Date _____

Report for the month of _____

Account Name _____ Telephone _____

Total Gross Revenues (Tax Excluded) \$ _____

Allowable Deductions \$ _____
(see reverse for itemized list of allowable deductions)

Total Revenues for the purpose of this License \$ _____

7 % of Total Gross Revenues-Percentage Fee \$ _____

Percentage Fee Payable \$ _____

Base Fee (Number of Landings) _____ x \$100.00 \$ _____

Total Due, Base Fee and Percentage Fee \$ _____

NOTE: This Percentage Fee Statement is due at Pier 1 within 20 days after the end of the account month reported in accordance with your License with the Port of San Francisco

I am the _____ for Licensee. I certify that this statement is accurate, complete and correct and that I am authorized and competent to make this certification, and this statement complies with all the terms and conditions of License No _____

EXHIBIT E

PORT OF SAN FRANCISCO

TEL 415 274 0400

TTY 415 274 0587

ADDRESS Pier 1

FAX 415 274 0528

WEB sfport.com

San Francisco, CA 94111

ALLOWABLE DEDUCTIONS

- 1) The amount of any refund made or credit allowed due to a bona fide complaint from a customer concerning the quality of food, beverages, merchandise or service by Licensee; \$ _____
- 2) Sales by redemption of gift certificates or like vouchers, but only to the extent previously reported as part of Gross Revenues; \$ _____
- 3) Sums collected for any sales or excise tax imposed directly upon Licensee by any duly constituted governmental authority, but only if stated separately from the selling price of the goods or merchandise, or services, and collected from customers and such amounts are in fact paid to the appropriate governmental entities for which they are collected; \$ _____
- 4) All food and beverage sales to current employees of Licensee, not to exceed, however, one percent (1%) of Gross Revenues in any single month, and provided further that said sales are at a discount; \$ _____
- 5) Tips paid to Licensee's employees by its customers, so long as such tips go directly to Licensee's employees (and not Licensee or Licensee's management); \$ _____
- 6) Intra and inter-company transfers of inventory and supplies between and among Licensee and Licensee's Affiliates. \$ _____



Annual Percentage Fee Statement

Account Name _____

| Year | Number of Landings | Total Gross Revenues | 7% of Gross Revenues | Percentage Fee Paid | Variance * | Amount Owed By Licensee |
|-------------------|-----------------------|-------------------------|-------------------------|------------------------|------------|----------------------------|
| January | | | | | | |
| February | | | | | | |
| March | | | | | | |
| April | | | | | | |
| May | | | | | | |
| June | | | | | | |
| July | | | | | | |
| August | | | | | | |
| September | | | | | | |
| October | | | | | | |
| November | | | | | | |
| December | | | | | | |
| Total Amount Owed | | | | | | |

* Please attach documentation to substantiate any variance, including a revised Monthly Excursion Landings and Percentage Fee Statement for any month in which you claim a variance

I am the _____ for Licensee. I certify that this statement is accurate, complete and correct and that I am authorized and competent to make this certification, and this statement complies with all the terms and conditions of License No _____

EXHIBIT F



For Port Use:

Agmt No. _____
Trip No. _____
Facility _____
Rev Type _____

**MONTHLY SAN FRANCISCO GIANTS AND
UNIVERSITY OF CALIFORNIA, BERKELEY GAMES
PASSENGER AND LANDING STATEMENT**

Date _____

Account Name _____ Telephone _____

Landing and Passenger Report for the month of _____ 20____

Base Fee

Total number of landings _____ x \$25.00 \$ _____

Per Ticketed Passenger Fee

Total Number of ticketed passengers _____ x \$0.25 \$ _____

TOTAL AMOUNT OWED

\$ _____

Prepared by: _____ Approved by: _____

I am the _____ for Licensee. I certify that this statement is accurate, complete and correct and that I am authorized and competent to make this certification, and this statement complies with all the terms and conditions of License No _____

NOTE: This Statement is due at Pier 1 within 20 days after the end of the account month reported in accordance with your License with the Port of San Francisco.

EXHIBIT G

PORT OF SAN FRANCISCO

TEL 415 274 0400

TTY 415 274 0587

ADDRESS Pier 1

FAX 415 274 0528

WEB sfport.com

San Francisco, CA 94111

Gate B

Weekday Service

| Service | Arrive | Departure | From | To |
|---------|----------|-----------|---------|---------|
| Tiburon | 6:20 AM | 6:20 AM | Tiburon | Pier 41 |
| Vallejo | 6:30 AM | 6:35 AM | Vallejo | Vallejo |
| Tiburon | 7:10 AM | 7:15 AM | Tiburon | Tiburon |
| Vallejo | 7:30 AM | 7:35 AM | Vallejo | Vallejo |
| Vallejo | 8:05 AM | 8:10 AM | Vallejo | Vallejo |
| Tiburon | 8:10 AM | 8:15 AM | Tiburon | Tiburon |
| Vallejo | 8:50 AM | 8:55 AM | Vallejo | Vallejo |
| Tiburon | 9:05 AM | | Tiburon | Pier 41 |
| Vallejo | 9:50 AM | 9:55 AM | Vallejo | Vallejo |
| Vallejo | 11:05 AM | 11:10 AM | Vallejo | Pier 41 |
| Vallejo | 12:35 PM | 12:40 PM | Vallejo | Vallejo |
| Vallejo | 3:25 PM | 3:30 PM | Pier 41 | Vallejo |
| Vallejo | 4:25 PM | 4:30 PM | Vallejo | Vallejo |
| Tiburon | 4:20 PM | 4:25 PM | Pier 41 | Tiburon |
| Vallejo | 5:10 PM | 5:15 PM | Vallejo | Vallejo |
| Tiburon | 5:20 PM | 5:25 PM | Tiburon | Tiburon |
| Vallejo | 5:55 PM | 6:00 PM | Vallejo | Vallejo |
| Tiburon | 6:10 PM | 6:15 PM | Tiburon | Tiburon |
| Vallejo | 7:00 PM | 7:10 PM | Pier 41 | Vallejo |
| Tiburon | 7:00 PM | 7:15 PM | Tiburon | Tiburon |

Gate E

Weekday Service

| Service | Arrival | Departure | From | To |
|-------------------|----------|-----------|---------|---------|
| Oakland/ Alameda | 6:30 AM | 6:30 AM | Oak/Ala | Oak/Ala |
| Harbor Bay Island | 6:55 AM | 7:00 AM | HBI | HBI |
| Oakland/ Alameda | 7:35 AM | 7:35 AM | Oak/Ala | Oak/Ala |
| Harbor Bay Island | 7:55 AM | 8:00 AM | HBI | HBI |
| Oakland/ Alameda | 8:40 AM | 8:40 AM | Oak/Ala | Oak/Ala |
| Harbor Bay Island | 8:55 AM | 9:00 AM | HBI | Pier 48 |
| Oakland/ Alameda | 9:45 AM | 9:45 AM | Oak/Ala | Pier 41 |
| Oakland/ Alameda | 10:30 AM | 10:30 AM | Pier 41 | Ala/Oak |
| Oakland/ Alameda | 11:30 AM | 11:30 AM | Ala/Oak | Pier 41 |
| Oakland/ Alameda | 12:15 PM | 12:15 PM | Pier 41 | Ala/Oak |
| Oakland/ Alameda | 1:15 PM | 1:15 PM | Ala/Oak | Pier 41 |
| Oakland/ Alameda | 2:00 PM | 2:00 PM | Pier 41 | Ala/Oak |
| Oakland/ Alameda | 3:00 PM | 3:00 PM | Ala/Oak | Pier 41 |
| Oakland/ Alameda | 4:10 PM | 4:10 PM | Pier 41 | Ala/Oak |
| Harbor Bay Island | 4:30 PM | 4:35 PM | HBI | HBI |
| Oakland/ Alameda | 5:10 PM | 5:20 PM | Ala/Oak | Ala/Oak |
| Harbor Bay Island | 5:30 PM | 5:35 PM | HBI | HBI |
| Oakland/ Alameda | 5:45 PM | 5:45 PM | Pier 41 | Ala/Oak |
| Oakland/ Alameda | 6:15 PM | 6:25 PM | Ala/Oak | Ala/Oak |
| Harbor Bay Island | 6:30 PM | 6:35 PM | HBI | HBI |
| Oakland/ Alameda | 7:20 PM | 7:25 PM | Ala/Oak | Ala/Oak |
| Harbor Bay Island | 7:30 PM | 7:35 PM | HBI | HBI |
| Oakland/ Alameda | 8:20 PM | 8:25 PM | Ala/Oak | Ala/Oak |

SCHEDULE 1

effective 11/1/2010

Gate B

Weekend Service

| Service | Arrival | Departure | From | To |
|---------|----------|-----------|---------|---------|
| Vallejo | 11:05 AM | 11:10 AM | Vallejo | Pier 41 |
| Vallejo | 2:05 PM | 2:10 PM | Vallejo | Vallejo |
| Vallejo | 5:50 PM | 6:00 PM | Pier 41 | Vallejo |

Gate E

Weekend Service

| Service | Arrival | Departure | From | To |
|-----------------|----------|-----------|---------|---------|
| Oakland/Alameda | 9:20 AM | 9:25 AM | Pier 41 | Ala/Oak |
| Oakland/Alameda | 10:30 AM | 10:35 AM | Pier 41 | Ala/Oak |
| Oakland/Alameda | 12:00 PM | 12:05 PM | Ala/Oak | Pier 41 |
| Oakland/Alameda | 1:05 PM | 1:10 PM | Pier 41 | Ala/Oak |
| Oakland/Alameda | 2:20 PM | 2:25 PM | Ala/Oak | Pier 41 |
| Oakland/Alameda | 3:40 PM | 3:45 PM | Pier 41 | Ala/Oak |
| Oakland/Alameda | 4:45 PM | 4:50 PM | Ala/Oak | Pier 41 |
| Oakland/Alameda | 5:10 PM | 5:15 PM | Pier 41 | Ala/Oak |
| Oakland/Alameda | 6:35 PM | 6:40 PM | Pier 41 | Ala/Oak |

Oak/Ala weekend service is suspended January & February 2011

SCHEDULE 2

effective 11/1/2010

**Commuter Fee Schedule
Per Service Route**

| LANDINGS PER DAY | EFFECTIVE JANUARY 1, 2011 | EFFECTIVE JANUARY 1, 2012 | EFFECTIVE JANUARY 1, 2013 | EFFECTIVE JANUARY 1, 2014 | EFFECTIVE JANUARY 1, 2015 |
|-----------------------------|--|--|--|--|--|
| 1 | \$ 22.41 | \$ 25.46 | \$ 25.97 | \$ 26.49 | \$ 27.02 |
| 2 | \$ 39.85 | \$ 45.82 | \$ 46.74 | \$ 47.67 | \$ 48.62 |
| 3 | \$ 55.35 | \$ 63.64 | \$ 64.91 | \$ 66.21 | \$ 67.54 |
| 4 | \$ 68.63 | \$ 78.93 | \$ 80.51 | \$ 82.12 | \$ 83.76 |
| 5 | \$ 79.71 | \$ 91.66 | \$ 93.49 | \$ 95.36 | \$ 97.27 |
| 6 | \$ 88.56 | \$ 101.85 | \$ 103.89 | \$ 105.96 | \$ 108.08 |
| 7 | \$ 95.21 | \$ 109.49 | \$ 111.68 | \$ 113.91 | \$ 116.19 |
| 8 | \$ 99.64 | \$ 114.58 | \$ 116.87 | \$ 119.21 | \$ 121.59 |
| 9 | \$ 101.86 | \$ 117.13 | \$ 119.47 | \$ 121.86 | \$ 124.30 |
| 10 | \$ 104.08 | \$ 119.69 | \$ 122.08 | \$ 124.53 | \$ 127.02 |
| 11 | \$ 106.29 | \$ 122.24 | \$ 124.68 | \$ 127.18 | \$ 129.72 |
| 12 | \$ 108.51 | \$ 124.79 | \$ 127.29 | \$ 129.83 | \$ 132.43 |
| 13 | \$ 110.73 | \$ 127.34 | \$ 129.89 | \$ 132.48 | \$ 135.13 |
| 14 | \$ 112.95 | \$ 129.90 | \$ 132.50 | \$ 135.15 | \$ 137.85 |
| 15 | \$ 115.17 | \$ 132.45 | \$ 135.09 | \$ 137.80 | \$ 140.55 |
| 16 | \$ 117.39 | \$ 135.00 | \$ 137.70 | \$ 140.45 | \$ 143.26 |
| 17 | \$ 119.61 | \$ 137.55 | \$ 140.30 | \$ 143.11 | \$ 145.97 |
| 18 | \$ 121.83 | \$ 140.10 | \$ 142.91 | \$ 145.76 | \$ 148.68 |
| 19 | \$ 124.05 | \$ 142.66 | \$ 145.51 | \$ 148.42 | \$ 151.39 |
| 20 | \$ 126.27 | \$ 145.21 | \$ 148.11 | \$ 151.08 | \$ 154.10 |

January 1, 2011 each landing over 20 landings, add \$2.22 per landing
January 1, 2012 each landing over 20 landings, add \$2.55 per landing
January 1, 2013 each landing over 20 landings, add \$2.60 per landing
January 1, 2014 each landing over 20 landings, add \$2.66 per landing
January 1, 2015 each landing over 20 landings, add \$2.71 per landing

**Environmental Reports and Documents Regarding Hazardous
Materials**

**Landing Rights for Ferry Service
March 11, 2010**

Downtown Ferry Terminal

Removal of Underground Tank, Ferry Building, Harding Lawson Associates, November 9, 1987.

Pier 46 / China Basin

Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol 3, Geomatrix Consultants, October 1996.

Removal of Underground Tanks Pier 46, Harding Lawson Associates, September 21, 1987.

Results of Chemical, Physical and Bioassay Testing of Sediments for Maintenance Dredging at Fisherman's Wharf, Advanced Biological Testing, 1/20/00.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 1, Geomatrix Consultants, October 1996.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 2, Geomatrix Consultants, October 1996.

Site Investigation Report and Risk Evaluation, Giants Pacific Bell Park Site, Vol. 4, Geomatrix Consultants, October 1996.

Underground Tank Removal and Remediation, Second and Berry Streets, Pier 46B, Baseline Environmental Consulting, January 22, 1996.

SCHEDULE 4